

## HOW THE TOP 70 SHOE MANUFACTURING FIRMS RATED IN 1959 SHOE PRODUCTION

COMPANY**	TYPES OF SHOES MADE***	PAIRS PRODUCED		PAIRAGE CHANGE 1958-59	% OF PAIRAGE CHANGE 1958-59	PAIRAGE OUTPUT RATING		YEAR ENDING
		1958	1959			1958	1959	
International Shoe Co.	M B W-J	46,289,843	51,329,543	5,230,900	11.3	1	1	11/59
Eastcott Johnson Corp.	M B W-J	29,984,840	32,467,012	2,482,172	8.2	2	2	11/59
Brown Shoe Co.	M B W-J	27,261,000	29,981,274	2,420,265	8.9	3	3	10/59
Genesco	M B W-J	27,200,000*	29,520,000*	2,320,000	8.5	4	4	10/59
Shoe Corp. of America <sup>(1)</sup>	W-J	9,810,000*	11,050,000*	1,240,000	12.5	5	5	12/59
Evy Footwear Co., Inc.	W-J	6,330,000	8,010,000	1,680,000	26.5	6	6	12/59
J. F. McEwain	M-B	8,022,334	7,800,000	-222,334	-2.7	7	7	11/59
U. S. Shoe Corp.	W	6,947,544	7,158,000	210,456	3.0	8	8	11/59
Consolidated National Shoe Corp.	W-J	5,994,000	6,274,443	279,437	4.7	10	9	12/59
Sudbury Footwear	W-J	5,700,000*	6,200,000*	500,000	8.8	11	10	12/59
Cameo Footwear Corp.	W	6,312,618	6,142,517	-170,101	-2.7	9	11	8/59
Five Star Shoe Co.	J	5,212,000*	5,905,000*	693,000	13.3	12	12	12/59
Cradock-Terry Shoe Corp.	M-B-W-J	5,187,084	5,777,368	590,284	11.4	13	13	11/59
Gatysburg Shoe Co.	J	4,910,000	5,515,000	605,000	12.3	14	14	12/59
Green Shoe Mfg. Co.	J	4,430,000	4,850,000	420,000	9.5	15	15	11/59
H. O. Tarr Shoe Co.	J	3,994,000	4,333,000	339,000	8.5	16	16	12/59
South Berwick Shoe Co.	W-J	3,250,000	3,600,000	350,000	10.8	17	17	12/59
Munkin Shoe Co.	W-J	3,041,000	3,422,000	381,000	12.5	18	18	12/59
Dunn & McCarthy, Inc.	W	2,962,000	3,220,000	258,000	8.7	19	19	11/59
Kendall Shoe Co.	W-J	3,044,944	3,203,076	158,132	5.2	20	20	12/59
Williams Shoe Mfg. Co.	W	3,082,500	3,187,000	104,500	3.4	21	21	12/59
Mrs. Day's Ideal Baby Shoe	J	2,734,614	3,054,494	319,880	11.7	22	22	12/59
Eitelbrick Shoe Co.	W	2,844,000	2,825,100	-19,900	-0.7	23	24	11/59
Lawn Shoes, Inc.	W	2,580,000*	2,820,000*	240,000	9.3	25	25	12/59
Kiev-Sho Shoe Mfg. Co.	W-J	2,706,000	2,750,000	44,000	1.6	26	26	12/59
Fall Shoe Co.	M-W-J	2,377,000*	2,692,000*	315,000	13.2	28	27	12/59
Arma Boot Co.	W	2,805,000	2,610,000	-195,000	-6.9	29	28	12/59
Walt Shoe Mfg. Co.	W	2,385,000*	2,600,000*	215,000	9.1	30	30	10/59
Rubin Bros. Footwear, Inc.	M-B-W-J	2,167,540	2,517,282	349,722	16.1	31	31	12/59
Valley-Bristol Shoe Mfg.	J	2,508,300	2,513,690	5,390	.2	32	32	12/59
Radcliffe-Maybury Shoe Co.	W-J	2,255,000*	2,510,000*	255,000	11.3	33	33	12/59
Ed White Junior Shoe Co.	M-W	2,414,000	2,400,000	-14,000	-0.6	34	34	12/59
Knapp Bros. Shoe Mfg.	J	2,117,807	2,472,000	354,193	16.7	35	35	12/59
Trinfest Co.	M	2,170,000*	2,415,000*	245,000	11.2	37	37	12/59
H. H. Brown Shoe Co.	W	2,325,000*	2,410,000*	85,000	3.7	38	38	10/59
Sandler Shoe Companies	J	1,948,120	2,346,816	398,696	20.0	47	37	12/59
Moran Shoe Co.	J	2,194,326	2,315,000*	120,674	5.5	39	39	12/59
J. Edwards Shoe Co.	M-J	2,250,000	2,284,000	34,000	1.5	40	40	12/59
Albert H. Weinbrunner Co.	W	2,106,400	2,224,300*	117,900	5.6	41	41	12/59
Evangelina Shoe Co.	W	2,106,000*	2,212,000*	107,000	5.1	42	42	12/59
Town & Country Shoes, Inc.	M	2,095,000	2,200,000*	105,000	5.0	43	43	12/59
Freeman Shoe Corp.	M-B-W	2,090,000*	2,196,000*	106,000	5.1	44	44	12/59
Madwood Footwear Co.	M-B	2,128,100	2,156,316	28,216	1.3	45	45	12/59
Georgin Shoe Co.	W-J	2,033,600*	2,074,250*	40,650	2.0	46	46	12/59
Rabbie Shoe Corp.	W-J	1,960,000	2,080,000	120,000	6.1	48	47	12/59
Weyenberg Shoe Mfg. Co.	J	1,928,978	2,064,325*	135,347	6.9	49	49	12/59
Wells-Lawrence Shoe Mfg. Co.	M-W	2,110,000	2,040,000*	-70,000	-3.3	50	50	12/59
A. Worman & Sons, Inc.	W-J	1,831,500	2,035,000	203,500	11.1	51	51	12/59
Hubbard Shoe Co.	W-J	1,915,000	2,020,000	105,000	5.5	52	52	12/59
Conners-Hoffman Footwear	W-J	1,890,000	2,000,000	110,000	5.8	53	53	9/59
Linda-Je Shoe Co.	J	1,832,219	1,975,489	143,270	7.8	54	54	10/59
H. Beckerman & Sons	W	1,619,400	1,670,000	50,600	3.1	55	55	12/59
Ray-Sho Shoe Co.	M-B	1,710,000	1,825,000	115,000	6.7	56	56	12/59
Miller, Hess & Co., Inc.	M-B	1,630,000*	1,750,000	120,000	7.3	57	57	12/59
Dover Shoe Mfg. Co.	M-B	1,635,000*	1,708,000*	73,000	4.5	58	58	12/59
B-W Footwear Co., Inc.	M-B	1,305,000	1,705,000	400,000	30.6	59	59	12/59
Welvarino Shoe & Tanning	W	1,596,000*	1,700,000*	104,000	6.5	60	60	12/59
Laxonia Shoe Co.	W-B	1,500,000*	1,650,000*	150,000	10.0	61	61	12/59
Foxton Shoe Corp.	J	1,545,000	1,625,000	80,000	5.2	62	62	12/59
Jovonia Shoe Corp.	W	1,480,000	1,610,000	130,000	8.8	63	63	12/59
Tabin-Hamilton Co., Inc.	W-J	1,430,000	1,520,000	90,000	6.3	64	64	12/59
Myrna Shoe Co., Inc.	W-J	1,194,000	1,518,000	324,000	27.1	65	65	12/59
Auerbach Shoe Co.	M-B	1,208,000	1,515,000*	307,000	25.4	66	66	12/59
Je-Gal Shoe Co.	W	1,106,000	1,510,000	404,000	36.5	67	67	12/59
Smart Specialty Shoemakers	W	1,365,000	1,505,000	140,000	10.3	68	68	12/59
Mid-States Shoe Co. <sup>(2)</sup>	M-B	1,106,000	1,510,000	404,000	36.5	69	69	12/59
Shen-O-Kin Shoe Corp.	W	1,410,000*	1,485,000*	75,000	5.3	70	70	12/59
Chris Laganas Shoe Co.	W	1,384,000	1,480,000*	96,000	6.9	71	71	12/59
Rayco Shoe Corp.	W	1,384,000	1,480,000*	96,000	6.9	72	72	12/59
Liberty Shoe Co.	W	1,384,000	1,480,000*	96,000	6.9	73	73	12/59
TOTALS: Top 70 Companies	—	314,375,780	342,458,319	28,082,539	8.9			

\* ESTIMATED (Note: Recorder estimates may be accepted as reliable close to actual production).

\*\* In almost all cases, company figures include those of affiliated plants and firms.

\*\*\* M = Men's; B = Boys; W = Women's; J = Juvenile. Figures are for shoes only and do not include slippers, canvas shoes or plastic footwear.

(1) Does not include A. S. Black or Canadian subsidiaries.

(2) Includes House of Crosby Square and Ideal Shoe Mfg. Co. ("Chasman").

Note: The following firms, eligible for inclusion among the top 70, did not have figures available at time of publication: BGS Inc. Corp. (over 1 million pairs); Mutual Shoe Sales Co. (between 500,000 and 1 million pairs);

# HOW THE TOP 70 SHOE MANUFACTURING FIRMS RATED IN 1959 DOLLAR SALES

RANK 1959	COMPANY**	DOLLAR SALES		AMOUNT OF CHANGE 1958-59	% CHANGE 1958-59	DOLLAR SALES RATING	
		1958	1959			1958	1959
1	International Shoe Co.	\$244,300,000	\$283,280,000	\$38,980,000	15.9	1	1
2	Goodyear Shoe Co.	239,903,734	276,549,184	36,645,450	15.3	2	2
3	W. A. Rorer Co.	218,118,015	276,422,000	58,303,985	26.7	3	3
4	Goodyear Johnson Corp.	134,533,748	146,099,113	11,565,365	8.6	4	4
5	Goodyear Corp. of America	107,200,000*	117,100,000*	9,900,000	9.3	5	5
6	U. S. Shoe Corp.	45,318,619	50,858,933	5,542,314	12.2	6	6
7	McElwain	37,970,394	39,000,000	1,029,606	2.7	7	7
8	Goodyear-Terry Shoe Corp.	23,830,000*	25,150,000*	1,320,000	5.5	8	8
9	Goodyear Bros. Shoe Mfg. Co.	20,823,000	22,864,000	2,041,000	9.8	9	9
10	Consolidated Nat'l. Shoe Corp.	20,130,000	22,431,000	2,301,000	11.4	10	10
11	Goodyear Shoe Mfg. Co.	18,837,000*	20,930,000*	2,093,000	11.0	11	11
12	Goodyear & McCarthy, Inc.	19,050,000*	19,885,000*	835,000	4.4	12	12
13	Goodyear Shoe Corp.	19,500,000	19,300,000	-200,000	-1.0	13	13
14	Goodyear Shoe Mfg. Co.	16,349,709	18,140,000*	1,790,291	10.3	14	14
15	Goodyear Shoes, Inc.	15,539,000	17,189,300	1,650,300	10.6	15	15
16	Goodyear Footwear Co., Inc.	12,000,000	16,000,000	4,000,000	33.3	16	16
17	Goodyear Boot Co.	14,140,000*	15,650,000*	1,510,000	10.7	17	17
18	Goodyear H. Weinbrenner Co.	15,300,000*	15,355,000*	55,000	0.4	18	18
19	Goodyear Star Shoe Co.	14,100,000*	15,050,000*	950,000	6.7	19	19
20	Goodyear H. Brown Shoe Co., Inc.	12,870,000*	14,460,000*	1,590,000	12.4	20	20
21	Goodyear City Shoe Co.	11,047,000*	13,787,000*	2,740,000	24.8	21	21
22	Goodyear & Country Shoes, Inc.	12,135,000*	13,050,000*	915,000	7.5	22	22
23	Goodyear Shoe Mfg. Co.	11,647,511	12,997,708	1,350,197	11.6	23	23
24	Goodyear Shoe Companies	11,920,000*	12,690,000*	770,000	6.5	24	24
25	Goodyear Footwear, Inc.	10,125,000*	11,300,000*	1,175,000	11.6	25	25
26	Goodyear Shoe Co.	9,123,000*	10,122,000*	1,000,000	10.9	26	26
27	Goodyear Edwards Shoe Co.	10,171,326	10,935,000*	763,674	7.5	27	27
28	Goodyear O. Tor Shoe Co.	9,387,000*	10,325,700*	938,700	10.0	28	28
29	Goodyear O. Tor Shoe Co.	9,240,000*	10,100,000*	860,000	9.3	29	29
30	Goodyear O. Tor Shoe Co.	9,868,000*	10,080,000*	212,000	2.1	30	30
31	Goodyear Shoe & Tanning Corp.	9,156,296	9,812,440	656,144	7.2	31	31
32	Goodyear Footwear Corp.	8,770,000*	9,745,000*	975,000	11.1	32	32
33	Goodyear Shoe Mfg. Co., Inc.	9,140,100	9,431,900	291,800	3.2	33	33
34	Goodyear Maybury Shoe Co.	7,933,562	9,002,502	1,068,940	13.5	34	34
35	Goodyear Bristol Shoe Mfg. Corp.	7,610,000*	8,450,000*	840,000	11.0	35	35
36	Goodyear Bros. Footwear, Inc.	7,906,500	8,441,100*	534,600	6.8	36	36
37	Goodyear Angelina Shoe Co.	7,248,950	7,838,915	589,965	8.1	37	37
38	Goodyear Edward Shoe Co.	7,248,950	7,838,915	589,965	8.1	38	38
39	Goodyear Boston Shoe Co.	7,394,700*	7,850,000*	455,300	6.2	39	39
40	Goodyear Illinois Shoe Mfg. Co.	6,740,000*	7,600,000*	860,000	12.8	40	40
41	Goodyear White Junior Shoe Co.	7,445,000*	7,563,000*	118,000	1.6	41	41
42	Goodyear Dr. Day's Ideal Baby Shoe Co.	6,930,000*	7,425,000*	495,000	7.1	42	42
43	Goodyear Emerald Shoe Corp.	6,483,776	7,451,497	967,721	14.9	43	43
44	Goodyear Indiana Shoe Co.	6,020,000*	7,150,000*	1,130,000	18.7	44	44
45	Goodyear United Co.	5,875,000*	6,600,000*	725,000	12.3	45	45
46	Goodyear Indiana Footwear Co.	6,045,000*	6,500,000*	455,000	7.5	46	46
47	Goodyear South Shoe Co.	5,810,000*	6,012,000*	202,000	3.5	47	47
48	Goodyear Lyons Shoe, Inc.	5,100,000*	5,600,000*	500,000	9.8	48	48
49	Goodyear Boston Shoe Co.	4,200,000	5,510,000*	1,310,000	31.2	49	49
50	Goodyear East Specialty Shoemakers, Inc.	4,067,000*	5,510,000*	1,443,000	35.5	50	50
51	Goodyear Ohio Shoe Corp.	3,800,000	5,200,000	1,400,000	36.9	51	51
52	Goodyear Boston Shoe Co.	4,665,000*	5,100,000*	435,000	9.3	52	52
53	Goodyear Smith & Hoffman Footwear, Inc.	4,402,000	5,060,000	658,000	14.9	53	53
54	Goodyear New York Shoe Co.	4,810,000*	5,050,000*	240,000	5.0	54	54
55	Goodyear W. Footwear Co., Inc.	4,520,000	4,900,000*	380,000	8.4	55	55
56	Goodyear New York Shoe Co.	4,177,000	4,530,000	353,000	8.4	56	56
57	Goodyear New York Shoe Co.	4,300,000	4,510,000	210,000	4.9	57	57
58	Goodyear North Warwick Shoe Co.	4,065,000	4,500,000	435,000	10.7	58	58
59	Goodyear Belkerman & Sons, Inc.	3,820,000*	4,150,000*	330,000	8.6	59	59
60	Goodyear Wuman & Sons	3,784,000*	4,020,000*	236,000	6.4	60	60
61	Goodyear Wuman & Sons	3,690,000*	3,980,000*	290,000	7.9	61	61
62	Goodyear Wuman & Sons	3,544,000	3,855,000	311,000	8.8	62	62
63	Goodyear Wuman & Sons	3,490,000	3,750,000	260,000	7.4	63	63
64	Goodyear Lawrence Shoe Mfg. Co., Inc.	3,380,000*	3,490,000*	110,000	3.2	64	64
65	Goodyear Ohio Shoe Corp.	2,840,000	3,380,000*	540,000	19.0	65	65
66	Goodyear Ohio Shoe Corp.	2,727,446	3,275,495	548,049	20.1	66	66
67	Goodyear Ohio Shoe Corp.	2,020,000	3,028,000*	1,008,000	49.9	67	67
68	Goodyear Ohio Shoe Corp.	2,570,000*	2,765,000*	195,000	7.6	68	68
69	Goodyear Hamilton Co., Inc.	1,710,000*	2,312,000*	602,000	35.2	69	69
70	Goodyear Hamilton Co., Inc.	1,710,000*	2,312,000*	602,000	35.2	70	70
TOTALS: Top 70 Firms		\$1,596,949,796	\$1,866,962,471	\$220,102,696	13.9		

Estimated (Note: Recorder estimates may be accepted as reliably close to actual sales.)

In almost all cases, company figures include those of affiliated firms and company-owned stores.

\* Does not include A. S. Beck or Canadian subsidiaries.

\*\* To be eligible for inclusion in the above list, a company must first qualify for the top 70 firms on the basis of 1959 dollar sales, not on the basis of 1958 dollar sales, but not on 1958 output.

COLOR  
MATERIAL

TYPE

SOLE OR HEEL HT

HISTORY OR RECOMMENDATION:

COST

SELLING PRICE AND DATE OF PRICE CHANGE

STOCK NO.

SALES FOR  
SEASON

		3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12	No. Pairs on Hand	Total Pairs Ordered	Total Pairs Received
DATE ORDERED	AAAA																						
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						
DATE ORDERED	AAAA	3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12			
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						
DATE ORDERED	AAAA	3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12			
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						
DATE ORDERED	AAAA	3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12			
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						

FEDERAL TRADE COMMISSION

DOCKET NO. 7606 COMMISSION EXHIBIT NO. 98

IN THE MATTER OF

DATE 3/17/60

WITNESS

ACE REPORTING CO., Official Reporter

By

		3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12	No. Pairs on Hand	Total Pcs. Ordered	Total Pcs. Received
DATE ORDERED	AAAA																						
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						
DATE ORDERED	AAAA	3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12			
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						
DATE ORDERED	AAAA	3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12			
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						
DATE ORDERED	AAAA	3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12			
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						
DATE ORDERED	AAAA	3	½	4	½	5	½	6	½	7	½	8	½	9	½	10	½	11	½	12			
ORDER NO.	AAA																						
DELVY. DATE	AA																						
DATE RCVD.	A																						
SALES TO DATE	B																						
	C																						



[fol. 181E]

## COMMISSION EXHIBIT 99.



Date prepared \_\_\_\_\_

BROWN FRANCHISE STORE  
MONTHLY MATERIAL  
AND BRAND REPORT

Store \_\_\_\_\_

For Month of \_\_\_\_\_

Location \_\_\_\_\_

(Women, Growing Girls, Teenage Only)

MATERIALS	Unit Sales During Month		On Hand E.O.M.	C L A S S I F I C A T I O N	MATERIALS	Unit Sales During Month		On Hand E.O.M.
	1-15	16-31	TOT.			1-15	16-31	TOT.
ALL WEAVING STONE INCLUDING BALLETS				C L A S S I F I C A T I O N	BLUE			
BROWN					BROWN			
GREENS					BLACKS (Incl. Patent & Mesh)			
ALL OTHER HI COLORS (Inc. Multi & Pastels)					BLACK SUEDE			
WHITE					STEWARS			
WHITE COMBINATION					ALL LOW-PRICED PROMOTIONAL CASUALS			
WHITE & GREYS (and Combinations of)								
BLUE SUEDE -								
BLUE LEATHERS					ALL WHITES			
BLUE KNUIT & OTHER FABRICS					ALL SADDLE OXFORDS			
BROWN & TAN BROOKE LEATHER AND REPTILES				L O W P R I C E S F O R M O T S	BROWN - GREENS			
BROWN-TAN					BROWN			
ARCH & WALKING TYPES					GREY - BROWN			
BROWN SUEDE & FABRICS					BROWN - WINE			
BLACK PATENT (Inc. Black Combinations of Patent)					ALL BLACKS			
BLACK LEATHER DRESS AND REPTILES								
BLACK ARCH & WALKING TYPES					LEATHER - OTHER FABRIC PLAY INCLUDING KIDS			
BLACK SUEDE (Inc. Mesh & Suede Combinations)					WINE & DISCONTINUED STYLES			
UNREMOVABLE					HIGHER PRICED SLIPPERS			
BROWN AND GREENS					POPULAR PRICED SLIPPERS			
ALL OTHER HI-COLOR (Inc. PASTEL & MULTI)				W I D E R A N D S	(Circle One) AIR STEP or NATURALIZER	Dress & Walk- ing Types		
WHITE & WHITE COMB.					LIFE STRIDE	Casuals		
BLUE						Dress & Walk- ing Types		
BROWN - BROWN						Casuals		
ALL BLACKS						Sport Walk		
						Dress		
BROWN						Casuals		
GREENS								
MULTI & PASTEL								
WHITE & WHITE COMB.								
BROWN - GREENS								

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[fol. 182E]

We have carefully analyzed this report and have taken the following action in our store.

COMMENTS:

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OTHER BRANDS

BRAND	SOLD	BALANCE ON HAND

Please fill out this report complete no later than 10th of month - showing unit sales previous month and balance on hand, end of month (Actual Stock Count) for each classification listed.

List action other brands in space provided.

Please fill out report in duplicate. Keep original for your records and merchandising purposes. MAIL DUPLICATE TO YOUR FRANCHISE FIELD-MAN AT ONCE.

THIS REPORT WILL BE USED BY BROWN BOOK CO. AS A BASIS FOR COMMENT. BE SURE IT IS ACCURATE.

wing action in

BALANCE ON HAND

month - showing un-  
al Stock Count) frecords and merc  
AT ONCE.

REPORT NO. \_\_\_\_\_

PERIOD ENDING \_\_\_\_\_ 19\_\_

STORE NAME \_\_\_\_\_

TOWN \_\_\_\_\_ STATE \_\_\_\_\_

## PERPETUAL INVENTORY

	SHOES AND FINDINGS		HOSIERY AND BAGS	
	PAIRS	UNITS	PAIRS	UNITS
BALANCE FROM PREVIOUS REPORT				
ADD TRANSFERS IN				
MERCHANDISE RECEIVED				
TOTAL				
LESS CREDITS MADE RETURNED				
BALANCE				
LESS TRANSFERS OUT				
BALANCE				
LESS COST SALES CASH AND CHARGE				
BALANCE TO NEXT REPORT				

## LIABILITIES

BALANCE FROM PREVIOUS REPORT (INVENTORY REPORT RECEIVED THIS PERIOD)	SHOW SHOE CO. (ALL DIVISIONS)	OTHERS	HOSIERY AND BAGS	TRANSFERS IN	TRANSFERS OUT
TOTAL					
LESS TRANSFERS OUT MEMO RECEIVED					
BALANCE					
LESS DISCOUNTS					
BALANCE					
LESS PAID THIS PERIOD (BALANCE TO NEXT REPORT)					
BALANCE OTHERS					
ADD TRANSFERS IN					
TRANSFERS OUT (DEDUCT)					
OWING EXCISE TAX					
OWING SALES TAX					
OWING S. S. & W. H. TAXES					
INCOME TAX RESERVE					
MISCELLANEOUS ITEMS OWING BANKS AND INDIVIDUALS					
TOTAL INCENTEDNESS					

## ACCOUNTS RECEIVABLE RECONCILIATION

BEGIN MO. \_\_\_\_\_  
 CHARGE SALES INCLUDING TAX \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 LESS: AMOUNT COLLECTED \_\_\_\_\_  
 END OF MO. \_\_\_\_\_

## TAX RECONCILIATION

## EXCISE TAX

BEGIN MO. \_\_\_\_\_  
 FROM CASH SALES \_\_\_\_\_  
 FROM CHARGE SALES \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 PAID \_\_\_\_\_  
 END OF MO. \_\_\_\_\_

## SALES TAX

BEGIN MO. \_\_\_\_\_  
 FROM CASH SALES \_\_\_\_\_  
 FROM CHARGE SALES \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 PAID \_\_\_\_\_  
 END OF MO. \_\_\_\_\_

## S. S. TAX

BEGIN MO. \_\_\_\_\_  
 COLLECTED \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 PAID OUT \_\_\_\_\_  
 END OF MO. \_\_\_\_\_

## INCOME TAX

BEGIN MO. \_\_\_\_\_  
 RESERVE FOR MONTH \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 PAID OUT \_\_\_\_\_  
 END OF MO. \_\_\_\_\_

## MISCELLANEOUS ITEMS

BEGIN MO. \_\_\_\_\_  
 COLLECTED \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 PAID OUT \_\_\_\_\_

## PROFIT AND LOSS SECTION

	THIS MONTH		NO. WEEKS		SAME MONTH LAST YEAR NO. WKS	
	RETAIL	COST	RETAIL	COST	RETAIL	COST
*INCLUDE COST SALES OF SHOES AND FINDINGS BOTH CASH AND CHARGE ON ONE LINE. SAME APPLIES TO HOSIERY AND BAGS.						
SALES OF SHOES AND FINDINGS (CASH)						
" " SHOES AND FINDINGS (CHARGE)						
" " HOSIERY AND BAGS (CASH)						
" " HOSIERY AND BAGS (CHARGE)						
TOTAL SALES						
LESS SALES AT COST						
GROSS PROFIT						
EXPENSE (TOTAL A AND B)						
OPERATING GAIN OR LOSS						
ADD DISCOUNTS AND OTHER INCOME						
NET GAIN OR LOSS						
THIS PERIOD TO DATE NO. WKS						
	RETAIL	COST	RETAIL	COST		
SALES OF SHOES AND FINDINGS (CASH)						
" " SHOES AND FINDINGS (CHARGE)						
" " HOSIERY AND BAGS (CASH)						
" " HOSIERY AND BAGS (CHARGE)						
TOTAL SALES						
LESS SALES AT COST						
GROSS PROFIT						
EXPENSE (TOTAL A AND B)						
OPERATING GAIN OR LOSS						
ADD DISCOUNTS AND OTHER INCOME						
NET GAIN OR LOSS						

## INVOICE REGISTER EXPENSES

EXPENSES NOT CASH \$	
PARCEL POST	
ADVERTISING	
INSURANCE	
SUPPLIES	
MISCELLANEOUS	
RESERVE ITEMS	
INCOME TAX RESERVE	
FIXTURE DEPRECIATION	
AMORT. LEASEHOLD	
(C) TOTAL	
DEDUCT CREDITS	
PRY. AND EXP.	
MISC.	
(D) TOTAL CREDITS	
(A) NET INV. RES. EXP. LINE C & D	
TOTAL (B)	

## CASH ACCOUNT

CASH ON HAND AND IN BANK FROM PREVIOUS REPORT	
ADD CASH SALES FOR PERIOD	
TOTAL	
CASH EXPENSES (LIST IN DETAIL)	
RENT	
SALARIES-OWNERS \$	
" -OTHERS \$	
FREIGHT AND EXPRESS	
ADVERTISING	
SUPPLIES	
HEAT & WATER	
INSUR.	
MISCELL.	
PAID-BROWN SHOE CO.	
" -OTHERS	
" -HOSIERY AND BAGS	
" -TRANSFERS IN	
" -EXCISE TAX	
" -SALES TAX	
" -S. S. AND W. H. TAXES	
" -INCOME TAX	
" -MISCELLANEOUS ITEMS	
" -BANKS AND INDIVIDUALS	
TOTAL (B) \$	
PAID-BROWN SHOE CO.	
" -OTHERS	
" -HOSIERY AND BAGS	
" -TRANSFERS IN	
" -EXCISE TAX	
" -SALES TAX	
" -S. S. AND W. H. TAXES	
" -INCOME TAX	
" -MISCELLANEOUS ITEMS	
" -BANKS AND INDIVIDUALS	
TOTAL	

CASH ON HAND AND IN BANK END OF PERIOD

## PROOF

RATE OF TURNOVER ON PAIRAGE BASIS		END OF PERIOD	
ON BASIS OF COST PRICE		LAST YEAR	
AVERAGE COST OF SHOES SOLD \$			
" " " " ON HAND \$			
TO DETERMINE AVERAGE COST OF SHOES SOLD DIVIDE			
SALES AT COST BY NUMBER OF PAIRS SOLD.			
TO DETERMINE AVERAGE COST OF SHOES IN INVENTORY,			
DIVIDE VALUE OF SHOE STOCK ON HAND BY NUMBER OF			
PAIRS ON HAND.			

BROWN FRANCHISE	
INSURANCE COVERAGE	
LEASEHOLD IMPROVEMENTS \$	
INSURANCE ON FIXTURES \$	
" " STOCK \$	
(AMOUNT OF COVERAGE DESIRED MUST BE ENTERED	
EACH MONTH IN THIS SECTION IF INSURANCE IS	
CARRIED THROUGH BROWN SHOE CO.)	

SHOE STOCK		END OF PERIOD	
CASH		LAST YEAR	
LEASEHOLD IMPROVEMENTS			
ACCOUNTS RECEIVABLE			
DEPOSITS AND PETTY CASH			
OTHER ASSETS			
FIXTURES			
TOTAL			
LESS LIABILITIES			
EQUITY			
ADD PROFIT FOR PERIOD			
OR SUBTRACT LOSS			
NET WORTH ADJUSTMENT			
NET WORTH END OF PERIOD			

## PAIRAGE CONTROL

	WOMEN'S DRESS TYPES 142 HEELS AND UP			WOMEN'S ARCH AND WALKING (WELT TYPES)			WOMEN'S AND G. G. SLIP LASTED (WEDGIE) CASUAL AND PLAY SHOES		
	1	2	TOTAL	1	2	TOTAL	1	2	TOTAL
ON HAND LAST REPORT									
ADD. RECEIPTS									
TOTAL									
LESS RETURNS AND TRANSFERS									
BALANCE									
LESS SALES									
BALANCE ON HAND									
BALANCE ON HAND SAME MONTH LAST YEAR									
SALES SAME MONTH LAST YEAR									
SALES THIS YEAR TO DATE									
SALES LAST YEAR TO DATE									

	WOMEN'S AND G. G. FLAT HEEL SPORTS			WOMEN'S AND G. G. DRESS FLATS (122 HLS AND LOWER)			MISSIE' 135-5		
	1	2	TOTAL	1	2	TOTAL	1	2	TOTAL
ON HAND LAST REPORT									
ADD. RECEIPTS									
TOTAL									
LESS RETURNS AND TRANSFERS									
BALANCE									
LESS SALES									
BALANCE ON HAND									
BALANCE ON HAND SAME MONTH LAST YEAR									
SALES SAME MONTH LAST YEAR									
SALES THIS YEAR TO DATE									
SALES LAST YEAR TO DATE									

	CHILDREN'S (9-12)			INFANT'S (0-8)			MEN'S DRESS			BOY'S YOUTHS' & L. GENTS'			ALL TENNIS AND SNEAKERS			TOTAL (ALL COLUMNS)		
	1	2	TOTAL	1	2	TOTAL	1	2	TOTAL	1	2	TOTAL	1	2	TOTAL	1	2	TOTAL
ON HAND LAST REPORT																		
ADD. RECEIPTS																		
TOTAL																		
LESS RETURNS AND TRANSFERS																		
BALANCE																		
LESS SALES																		
BAL. ON HAND																		
BAL. ON HAND SAME MONTH LAST YEAR																		
SALES THIS YEAR TO DATE																		
SALES LAST YEAR TO DATE																		

TURN-OVER RATES CAN BE ENTERED ON THIS REPORT AT THE FOOT OF THE APPROPRIATE BRAND COLUMNS BELOW THE DOUBLE LINE.

IF OPERATING ON "SALES" BASIS, BY IS AND DIVIDE BY "BALANCE ON HAND."



[fol. 185E] COMMISSION EXHIBIT 115.

DEPARTMENTAL PAIRAGE RECEIPTS

STORE NAME \_\_\_\_\_ TOWN \_\_\_\_\_ STATE \_\_\_\_\_

MONTH ENDING \_\_\_\_\_ 19 \_\_\_\_ NO. WEEKS \_\_\_\_\_

MONTH ENDING																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
DEPT.	WOMEN'S DRESS TYPES 100 HELL & 101				WOMEN'S DRESS 102 HELL (MAY TYPE)				WOMEN'S S. & S. SLIP LINGER (WOMEN'S EXTRA & FLAT DRESS)				WOMEN'S S. & S. FLAT HELL SPORTS				WOMEN'S S. & S. DRESS PLATS (OLD HELL & LINGER)				MISCELL 104-1				(CHILDREN'S 104-17)				MISCELL 104-18				MISCELL 104-19				MISCELL 104-20				MISCELL 104-21				MISCELL 104-22				MISCELL 104-23				MISCELL 104-24				MISCELL 104-25				MISCELL 104-26				MISCELL 104-27				MISCELL 104-28				MISCELL 104-29				MISCELL 104-30				MISCELL 104-31				MISCELL 104-32				MISCELL 104-33				MISCELL 104-34				MISCELL 104-35				MISCELL 104-36				MISCELL 104-37				MISCELL 104-38				MISCELL 104-39				MISCELL 104-40				MISCELL 104-41				MISCELL 104-42				MISCELL 104-43				MISCELL 104-44				MISCELL 104-45				MISCELL 104-46				MISCELL 104-47				MISCELL 104-48				MISCELL 104-49				MISCELL 104-50				MISCELL 104-51				MISCELL 104-52				MISCELL 104-53				MISCELL 104-54				MISCELL 104-55				MISCELL 104-56				MISCELL 104-57				MISCELL 104-58				MISCELL 104-59				MISCELL 104-60				MISCELL 104-61				MISCELL 104-62				MISCELL 104-63				MISCELL 104-64				MISCELL 104-65				MISCELL 104-66				MISCELL 104-67				MISCELL 104-68				MISCELL 104-69				MISCELL 104-70				MISCELL 104-71				MISCELL 104-72				MISCELL 104-73				MISCELL 104-74				MISCELL 104-75				MISCELL 104-76				MISCELL 104-77				MISCELL 104-78				MISCELL 104-79				MISCELL 104-80				MISCELL 104-81				MISCELL 104-82				MISCELL 104-83				MISCELL 104-84				MISCELL 104-85				MISCELL 104-86				MISCELL 104-87				MISCELL 104-88				MISCELL 104-89				MISCELL 104-90				MISCELL 104-91				MISCELL 104-92				MISCELL 104-93				MISCELL 104-94				MISCELL 104-95				MISCELL 104-96				MISCELL 104-97				MISCELL 104-98				MISCELL 104-99				MISCELL 104-100				MISCELL 104-101				MISCELL 104-102				MISCELL 104-103				MISCELL 104-104				MISCELL 104-105				MISCELL 104-106				MISCELL 104-107				MISCELL 104-108				MISCELL 104-109				MISCELL 104-110				MISCELL 104-111				MISCELL 104-112				MISCELL 104-113				MISCELL 104-114				MISCELL 104-115				MISCELL 104-116				MISCELL 104-117				MISCELL 104-118				MISCELL 104-119				MISCELL 104-120				MISCELL 104-121				MISCELL 104-122				MISCELL 104-123				MISCELL 104-124				MISCELL 104-125				MISCELL 104-126				MISCELL 104-127				MISCELL 104-128				MISCELL 104-129				MISCELL 104-130				MISCELL 104-131				MISCELL 104-132				MISCELL 104-133				MISCELL 104-134				MISCELL 104-135				MISCELL 104-136				MISCELL 104-137				MISCELL 104-138				MISCELL 104-139				MISCELL 104-140				MISCELL 104-141				MISCELL 104-142				MISCELL 104-143				MISCELL 104-144				MISCELL 104-145				MISCELL 104-146				MISCELL 104-147				MISCELL 104-148				MISCELL 104-149				MISCELL 104-150				MISCELL 104-151				MISCELL 104-152				MISCELL 104-153				MISCELL 104-154				MISCELL 104-155				MISCELL 104-156				MISCELL 104-157				MISCELL 104-158				MISCELL 104-159				MISCELL 104-160				MISCELL 104-161				MISCELL 104-162				MISCELL 104-163				MISCELL 104-164				MISCELL 104-165				MISCELL 104-166				MISCELL 104-167				MISCELL 104-168				MISCELL 104-169				MISCELL 104-170				MISCELL 104-171				MISCELL 104-172				MISCELL 104-173				MISCELL 104-174				MISCELL 104-175				MISCELL 104-176				MISCELL 104-177				MISCELL 104-178				MISCELL 104-179				MISCELL 104-180				MISCELL 104-181				MISCELL 104-182				MISCELL 104-183				MISCELL 104-184				MISCELL 104-185				MISCELL 104-186				MISCELL 104-187				MISCELL 104-188				MISCELL 104-189				MISCELL 104-190				MISCELL 104-191				MISCELL 104-192				MISCELL 104-193				MISCELL 104-194				MISCELL 104-195				MISCELL 104-196				MISCELL 104-197				MISCELL 104-198				MISCELL 104-199				MISCELL 104-200				MISCELL 104-201				MISCELL 104-202				MISCELL 104-203				MISCELL 104-204				MISCELL 104-205				MISCELL 104-206				MISCELL 104-207				MISCELL 104-208				MISCELL 104-209				MISCELL 104-210				MISCELL 104-211				MISCELL 104-212				MISCELL 104-213				MISCELL 104-214				MISCELL 104-215				MISCELL 104-216				MISCELL 104-217				MISCELL 104-218				MISCELL 104-219				MISCELL 104-220				MISCELL 104-221				MISCELL 104-222				MISCELL 104-223				MISCELL 104-224				MISCELL 104-225				MISCELL 104-226				MISCELL 104-227				MISCELL 104-228				MISCELL 104-229				MISCELL 104-230				MISCELL 104-231				MISCELL 104-232				MISCELL 104-233				MISCELL 104-234				MISCELL 104-235				MISCELL 104-236				MISCELL 104-237				MISCELL 104-238				MISCELL 104-239				MISCELL 104-240				MISCELL 104-241				MISCELL 104-242				MISCELL 104-243				MISCELL 104-244				MISCELL 104-245				MISCELL 104-246				MISCELL 104-247				MISCELL 104-248				MISCELL 104-249				MISCELL 104-250				MISCELL 104-251				MISCELL 104-252				MISCELL 104-253				MISCELL 104-254				MISCELL 104-255				MISCELL 104-256				MISCELL 104-257				MISCELL 104-258				MISCELL 104-259				MISCELL 104-260				MISCELL 104-261				MISCELL 104-262				MISCELL 104-263				MISCELL 104-264				MISCELL 104-265				MISCELL 104-266				MISCELL 104-267				MISCELL 104-268				MISCELL 104-269				MISCELL 104-270				MISCELL 104-271				MISCELL 104-272				MISCELL 104-273				MISCELL 104-274				MISCELL 104-275				MISCELL 104-276				MISCELL 104-277				MISCELL 104-278				MISCELL 104-279				MISCELL 104-280				MISCELL 104-281				MISCELL 104-282				MISCELL 104-283				MISCELL 104-284				MISCELL 104-285				MISCELL 104-286				MISCELL 104-287				MISCELL 104-288				MISCELL 104-289				MISCELL 104-290				MISCELL 104-291				MISCELL 104-292				MISCELL 104-293				MISCELL 104-294				MISCELL 104-295				MISCELL 104-296				MISCELL 104-297				MISCELL 104-298				MISCELL 104-299				MISCELL 104-300				MISCELL 104-301				MISCELL 104-302				MISCELL 104-303				MISCELL 104-304				MISCELL 104-305				MISCELL 104-306				MISCELL 104-307				MISCELL 104-308				MISCELL 104-309				MISCELL 104-310				MISCELL 104-311				MISCELL 104-312				MISCELL 104-313				MISCELL 104-314				MISCELL 104-315				MISCELL 104-316				MISCELL 104-317				MISCELL 104-318				MISCELL 104-319				MISCELL 104-320				MISCELL 104-321				MISCELL 104-322				MISCELL 104-323				MISCELL 104-324				MISCELL 104-325				MISCELL 104-326				MISCELL 104-327				MISCELL 104-328				MISCELL 104-329				MISCELL 104-330				MISCELL 104-331				MISCELL 104-332				MISCELL 104-333				MISCELL 104-334				MISCELL 104-335				MISCELL 104-336				MISCELL 104-337				MISCELL 104-338				MISCELL 104-339				MISCELL 104-340				MISCELL 104-341				MISCELL 104-342				MISCELL 104-343				MISCELL 104-344				MISCELL 104-345				MISCELL 104-346				MISCELL 104-347				MISCELL 104-348				MISCELL 104-349				MISCELL 104-350				MISCELL 104-351				MISCELL 104-352				MISCELL 104-353				MISCELL 104-354				MISCELL 104-355				MISCELL 104-356				MISCELL 104-357				MISCELL 104-358				MISCELL 104-359				MISCELL 104-360				MISCELL 104-361				MISCELL 104-362				MISCELL 104-363				MISCELL 104-364				MISCELL 104-365				MISCELL 104-366				MISCELL 104-367				MISCELL 104-368				MISCELL 104-369				MISCELL 104-370				MISCELL 104-371				MISCELL 104-372				MISCELL 104-373				MISCELL 104-374				MISCELL 104-375				MISCELL 104-376				MISCELL 104-377				MISCELL 104-378				MISCELL 104-379				MISCELL 104-380				MISCELL 104-381				MISCELL 104-382				MISCELL 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[fol. 186E]

STORE NAME \_\_\_\_\_ TOWN \_\_\_\_\_ STATE \_\_\_\_\_  
**INVOICE REGISTER**  
 MONTH ENDING \_\_\_\_\_ 19\_\_\_\_

	Date	Day	RECEIVED FROM				MERCHANDISE FOR RESALE				EXPENSES NOT CASH					RESERVE ITEMS				
			BROWN BONE CO. NO Balance	OTHERS	HOBERTY AND BASS	TRANSFERS		SHOES AND FINDINGS	HOBERTY AND BASS	TRANSFERS		PICTURES	PARCEL POST	ADVERTISING	INSURANCE	SUPPLIES	MISCL.	TAX RESERVE	AMORT. LEASEHOLD	PICTURE DEPRECIATION
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[fol. 187E] COMMISSION EXHIBITS 118 A-Z

AAROL C. FLEENER, was called as a witness, and being first duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

Direct examination,

By Mr. Ess:

Q. Will you please state your name and home address for the record, Mr. Fleener?

A. Aarol C. Fleener, 118 West Jewel, Kirkwood.

Q. By whom are you employed, Mr. Fleener?

A. Brown Shoe Company.

Q. What is your present position?

A. I am vice-president and the work is that of a coordinator of the sales and manufacturing and buying operations.

Q. Will you tell us when you started with Brown Shoe?

A. In 1917.

Q. In what position?

A. I was employed in the office as a clerk.

Q. What was the first managerial position you held in Brown Shoe Company?

A. In 1927 a new sales division was formed called the Blue Ribbon Shoemakers, but out of that was developed the Naturalizer shoe and it became known as the Naturalizer Division.

Q. And from that position, what was your next position?

A. I continued in that until 1948.

Q. What did you become in 1948?

A. Vice-president of the company. I had been elected a director the previous year in charge of sales of the company.

Q. And when did you assume your present position?

A. Early in 1957.

Q. Now, what did your duties embrace while you were vice-president in charge of sales, Mr. Fleener?

A. To sell through various sales divisions the products of our company, the branded lines, and as well as our makeup shoes.

Q. Did you have any responsibility for the Brown franchise program?

A. Yes, I did.

Q. What was your responsibility?

A. That was a division called the franchise division which services our franchise group of stores, headed by Dick Johnson, and he reported to me.

[fol. 188E] Q. Now, going to the Brown franchise program, Mr. Fleener, have you been generally familiar with it since you came to Brown Shoe Company?

A. Yes, in a general way. I became more familiar with it as I came into the duties as sales division—or sales head of the company.

Q. What is the purpose of that program?

A. It is a plan to help merchants do a better job. We have a group of field men who service those accounts from a standpoint of helping them in many ways to do a better job.

Q. In what ways do they help?

A. They will guide them in merchandising and give them a merchandising record to follow, they will help them in accounting methods, in establishing an accounting method. The prime purpose, of course, is to get the man to concentrate in few lines so that he can do a profitable and good job as a retailer.

Q. Why do you regard concentration in a few lines as important?

A. When making investment in shoes you have to buy a run of sizes that varies according to the requirements of your business, and when you divide your money out into all the items that are needed for different kinds of shoes you must have a depth of size range to permit that shoe to be sold out profitably, and it is difficult for a merchant exposed to all the different kinds of shoes that are presented to him to avoid drowning himself in his own inventory that becomes ineffective as his sizes are broken.

Q. What happens if he, as you put it, drowns himself in his own inventory?

A. He is usually broke.

Q. Why does he go broke?

A. To sell profitably you must have a group of shoes out of which you can sell the customers that come into your



store and dispose of your shoes down to where you have a very few left. The price problem is such that in the heart sizes you must have many pairs and in the end sizes you can only have a few, and that is complicated by the many styles and kinds and heels. As he sells those shoes during a season he must get out of seasonal materials. As he sells those shoes, if as he comes to the end of the season he has not disposed of a sufficient number, he then faces the job of disposing of those at a very low price, so he cannot cover his investment.

Q. That disposal at a very low price is generally known as a mark-down?

A. Yes, sir.

[fol. 189E] Q. Mr. Fleener, in 1955 what were Brown's sales of its nationally advertised branded shoes to merchants on the Brown franchise program in dollars?

A. In '55 as I recall 19,800,000, in round figures.

Q. What were they in 1956?

A. 21,000,000.

Q. And in 1957?

A. Twenty-one million seven hundred.

Q. Twenty-one million seven hundred thousand dollars?

A. Thousand, yes, sir.

Q. Do you extend financial assistance in the form of loans to dealers under the Brown franchise program?

A. Yes, we do, and others.

Q. What do you mean by others?

A. Well, it is not confined to the franchise stores, we have other merchants who have found themselves in need and whom we have helped.

Q. Now, are the retailers to whom you refer retailers beginning in business? Retailers who receive financial assistance.

A. Occasionally, but usually it is given to a merchant who has proven himself and proven his ability and who may want to expand into an additional store.

Q. What are the terms of these loans generally, Mr. Fleener?

A. The loans would be extended, say, as much as five percent, occasionally six percent, but usually less. It is on the basis of a demand note, the man pays interest. The loan

is not granted beyond his ability to repay it within that length of time.

Q. What generally—how is the maximum amount of the loan figured?

A. Well, if he requires a certain sum, we would probably go half way with him.

Q. Now, there is a written form of agreement with the Brown franchise dealers, is there not?

A. Yes, there is.

Q. Do you happen to have a copy with you?

A. Yes, I have.

Mr. Ess: I believe, Mr. Coyle, that this has already been marked as a Government's Exhibit, so if you don't mind—

Mr. Coyle: It is in evidence as a Government's exhibit.

Mr. Ess: (Continuing) I will not remark it.

By Mr. Ess:

Q. Mr. Fleener, referring to this document, how many [fol. 190E] franchise dealers do you have written agreements with?

A. Some 320, twenty-one, I believe it is 321.

Q. Now, turning to your franchise agreement, I note a provision that the merchant states under paragraph one, "I will concentrate my business within the grades and price lines covered by Brown Shoe Company franchises and will have no lines conflicting with the Brown Shoe Company brands." Will you tell us what a conflicting line is?

A. We consider a line that is in practically the same price range handling the same types of shoes as a directly conflicting line of shoes.

Q. Now, how many of your Brown franchise—do any of your Brown franchise dealers carry shoes which are supplied by manufacturers other than Brown?

A. Oh, yes.

Q. On an overall basis, can you give us an opinion as to the percentage of sales of the Brown franchise dealers of shoes manufactured by other manufacturers than Brown?

A. We estimate about twenty-five percent would be

bought from other manufacturers of his total—of their total sales.

Q. Now, do some dealers purchase more than that percentage from Brown?

A. That would vary. Some merchants might buy forty percent from other lines, some would buy considerably less.

Q. Would some buy ninety or ninety-five percent from Brown?

A. Yes, they would.

Q. What considerations enter into that, Mr. Fleener?

A. Often times it is the character of the man's business, the community that he is selling to. He may need higher priced shoes than we make in the community in which he is located, in which case that would be part of his business and he would be buying that segment from others. On the other hand, he might have some lower, there may be another merchant who was in a lower priced neighborhood and he would reach down into lower priced lines and buy those.

Q. Now, when did the phraseology that I read to you in that particular paragraph come into this agreement, Mr. Fleener, if you know?

A. I know it was—this form was made up in about 1950, 1949. I am not exact on the date, but I know it was around that time that it was drawn up.

[fol. 191E] Q. Was there formerly in existence a form of agreement whereby the franchise agreement terminated if the dealer purchased shoes from a manufacturer other than Brown?

A. I understand there was prior to the War, World War II.

Q. And when did that form of agreement come to an end, if you know?

A. I never—I had no personal knowledge of that form. It was prior to 1940 and it may have expired at that time because restrictions came into the shoe business at that time that made it unnecessary to have that kind of an agreement.

Q. Why do you say it was made unnecessary to have that?

A. Because we went under controls that it became necessary for people to live with those lines that they established prior to that time as sources of supply.

Q. But the language I read you is the language that has been in effect since about 1949 or '50?

A. Yes.

Q. Now, under the franchise program, the retailers on that program make reports, do they not?

A. Yes, they do.

Q. How many of your dealers report monthly?

A. Well, about two hundred sixty-five are reporting on a monthly basis.

Q. How many report for some period of time during the year?

A. A total of around 550.

Q. How many dealers are there on the plan currently?

A. 642, I believe. 645 right now.

Q. What is the purpose of those reports, Mr. Fleener?

The Court: Now, the 550 would include the 265?

The Witness: Yes, sir.

The Court: But the 645 would show how many are on it, or make no reports at all?

The Witness: The difference would be non-reporting.

The Court: In other words, ninety-five make no reports at all?

The Witness: That's right.

By Mr. Ess:

Q. What is the purpose of these reports, Mr. Fleener?

A. The report itself is a form that the dealer makes out to show the sales and the operation that he has had on each line of shoes or on each category of shoes, rather, [fol. 192E] not by name, but by category, such as mens, womens, and childrens, it gives him his complete merchandising performance as he makes that out, and also shows how he comes out on his operation from the standpoint of profit or loss.

Q. Does the report play any part other than merely as a report, does it serve any other purpose?

A. The prime purpose, of course, is to have the merchant do this because we think it helps him do a better job in his store. We will use the reports that are sent to us to spot any weakness that we may see in his operation and then advise him upon it as it is highlighted to us from the report.



Q. Does the report play any part in his planning for buying?

A. The buying record is another matter. The buying plan is worked out, but that is another function, it has nothing to do with this report.

Q. Will you please describe for us the buying plan?

A. Well, the buying is strictly up to the merchant. He buys what he wants and the way he wants it and when he wants it. There is no control on it. The buying plan is an advisory position that the field man may assume when he sits down and works out the amount of money that the man has to spend and how to use it the best way, without regard to the selection of any shoes, it is purely a buying plan, but the merchant has the right to buy anything he chooses and when he chooses.

Q. Now, do merchants leave the Brown franchise program?

A. Yes, they do, I am sorry to say.

Mr. Ess: Would you mark this?

(Thereupon the document was marked by the reporter as Defendants' Exhibit CCC for identification.)

Q. Mr. Fleener, I show you Defendants' Exhibit CCC and ask you what it is?

A. It is a list of franchise stores that have separated themselves from the franchise program.

Q. Was that list prepared under your supervision?

A. Yes, it was.

Q. Is it a correct list?

A. I would say it was.

Mr. Ess: I offer it in evidence.

Mr. Coyle: May I see the exhibit?

[fol. 193E] Mr. Ess: This is supplemental to interrogatory 1-B, Mr. Coyle. (Proffering the document.)

Mr. Ess: I offer Defendants' Exhibit CCC in evidence.

The Court: Is there any objection?

Mr. Coyle: No your Honor.

The Court: It may be received in evidence.

By Mr. Ess:

Q. Now, with respect to merchants who leave the Brown franchise plan, and I am not restricting myself only to this

group, Mr. Fleener, what are the reasons, if you know, why merchants leave the plan?

A. Well, there are several. A man may die, usually these are family businesses, something involved in his family that may cause him to want to quit business, sometimes there are credit reasons that develop that cause him to not be able to pay his bills, that would be another reason.

Q. Do you ever drop a dealer because he carries conflicting lines?

A. We will drop them from the franchise plan, yes, if they persist in carrying conflicting lines.

Q. I know your agreement so provides, but why do you do that?

A. We think the basic concept of the franchise plan is that a merchant cannot be successful if he is carrying conflicting lines, that is why we operate this program, and if he has a streamlined business, he has the opportunity to make more money, in our opinion, so we see no reason to have him on the plan if he can't accept the first principle of it.

Q. Now, going to some features, do you extend the privilege of joining a group life insurance plan to dealers on the franchise program?

A. Yes, we do. We encourage it.

Q. In your view is that group life insurance beneficial?

A. Yes, we think it is.

Q. How many dealers on the plan now carry that life insurance?

A. 425.

Q. Now, do you also have a fire and extended coverage policy—

The Court: Well, before you get off on that, does the Brown Company hold the main policy, or is it individual policies to the dealer?

[fol. 194E] The Witness: The policy is written, as I understand it, by the Prudential Insurance Company.

The Court: Well, what I mean is does the insurance company that provides the insurance under the plan, group life plan that you have, sell the insurance to the individual, or is there a parent policy to the company that covers all on Brown plan, or the ones that elect to come under it?

The Witness: It is a group life insurance plan.

The Court: Well, if they cease being under the Brown franchise plan, does their insurance automatically cease?

The Witness: It is a term insurance type of insurance.

The Court: All right.

By Mr. Ess:

Q. Now, do you have fire and extended coverage insurance that you make available to these dealers on the Brown franchise program?

A. Yes, we do.

Q. How many of the retailers on the Brown franchise program carry that insurance?

A. As I recall the sum, 260, or something of that nature, in that area.

Q. Do you regard this insurance as advantageous to the dealer?

A. Yes, we do.

Q. Now, do you furnish signs to franchise dealers, Mr. Fleener?

A. For two of our lines, and for others as well. It is customary in the shoe business to have signs, outdoor signs, for mens lines and childrens lines, and so we offer signs to good dealers for the Roblee and Buster Brown lines.

Q. Now, do you confine the signs to franchise dealers?

A. No.

Q. Do you happen to know how many Roblee signs are currently outstanding?

A. We have got about fifty-one I believe it is.

Q. How many of those are being leased or used by franchise dealers?

A. Thirty of them.

Q. Now, how many Buster Brown signs do you have currently?

A. 114, 115, somewhere in there.

Q. How many of those are being used by franchise dealers?

A. Fifty-three.

Q. With respect to these outside signs, and these are large signs, are they not, Mr. Fleener?

A. That's right.

[fol. 195E] Q. With respect to these signs, who bears the maintenance cost of the sign?

A. The dealer does that.

Q. Now, does Brown make available architectural services to dealers?

A. Yes, they do.

Q. Is that service confined to retailers on the Brown franchise plan?

A. No.

Q. What exactly is the nature of their architectural assistance?

A. We have a man that will help these dealers in designing and planning a store, either a new store, or one that has to be made over, even to the extent of blueprints, if needed.

Q. Are these architectural services confined to retailers on the franchise program?

A. No.

Q. Are the store layouts exactly the same?

A. The architect, or this man, has a store layout that he considers effective and good and modern and he favors that design, yes, but he has to interpret the designs that he has, and they are not all the same, in detail, for the building he is putting it in.

Q. Now, do you offer a window display service to dealers?

A. Yes.

Q. Is that service confined to franchise dealers?

A. No.

Q. Will you describe that window display service briefly?

A. We found several years ago, that has been in effect for quite some time, that many dealers in moderate size towns did not have a good window service available locally, so this design was made up to show four window trims a year on mens and four on womens is the way it has worked out today, two major and two minor displays, and they are sold to the dealer for five hundred dollars a year for this help.

Q. Now, coming back to the franchise program itself, do you require on that program that a dealer purchase any given amount of shoes from Brown Shoe Company?

A. No, no.

Q. Who decides which lines the dealer will carry?

A. He does, the dealer does.



Q. Who decides which styles within a line that he will carry?

A. The dealer does.

Q. Is he free to leave the plan at any time?

A. Yes, sir, within thirty days notice.

Q. Now, do you extend any special credit terms or discounts to franchise dealers?

A. No.

[fol. 196E] Q. They are treated the same way as any other dealer?

A. That's right.

Q. Mr. Fleener, does Brown make any sales on consignment?

A. Approximately that way, yes.

Q. That is the formula that you used this morning when you computed these various estimated retail brackets?

A. On the make-up shoes?

Q. Yes.

A. Yes.

Q. You, yourself, wouldn't know personally, would you, how many of the make-up shoes fell in the 4.20 bracket and how many in the 3.60 bracket, would you, I mean, it was more or less a general estimate that you gave this morning?

A. I was talking this morning about shoes that were sold to Kinney Company at certain prices, or Wohl, or any of the others. I was using that as the base to establish the retail price, yes.

Q. Using that six?

A. That's right.

Q. During the past five or six years, have any franchises been discontinued because the franchise didn't concentrate on Brown branded merchandise?

A. Yes, I would say there have been some.

Q. Before you dropped the franchisee, did you warn him that you're going to drop him?

A. Naturally, in dealing with our customers, we try to get them to follow the program and if we find they persist in not doing it, why, then there's no point in continuing this plan.

Q. You point out the various benefits of the plan and try to get them to concentrate on your lines?

A. Yes, we do.

Q. Do you feel that there's no point in continuing the plan if the firm won't concentrate on your lines?

A. As a franchise man, yes. We'll still sell them shoes, branded shoes.

Q. Now, this exhibit, Exhibit CCC, which shows the franchisees who have left the plan, did all of them leave voluntarily?

A. I wouldn't say that they had all left voluntarily. There may be some there that had not reported, or had not given—or had bought conflicting lines.

Q. Some of them have been terminated for that reason?

A. Some of them may.

Q. Do you know whether any of the firms listed on Exhibit CCC may have returned to the plan subsequent to the time they left it, returned again to the plan?

[fol. 197E] A. I know of one that discontinued, if I can refer to my notes, I'll give you the name of the store—that got in a discussion, it was at Antigo, Wisconsin, B & M Bootery, and they decided they wouldn't report, and didn't follow the plan, and they were dropped and then later by going to them, and working with them, we secured them, their promise to follow the program, and he has continued to do so since.

The Court: I don't believe they're on this.

Mr. Coyle: I don't have a copy of this right here, Your Honor.

The Court: That is Exhibit CCC?

Mr. Ess: Yes, Your honor.

The Court: Wisconsin is just listed at one place, is it? All you show here in Wisconsin, all you show here in Wisconsin, is L. M. Breitenbach and Gill's Shoe Store. I believe your original question was whether any—

Mr. Coyle: Any on that list.

The Court: On this particular list had returned.

Mr. Coyle: Yes, sir.

The Court: While B & M. Bootery may have returned, it isn't one that is on this list. I just want to call attention to that.

A. That is the one that I am thinking of. I don't know of any other under that circumstance.

The Court: And you wouldn't know whether any of them on there have returned on not.

A. No, sir.

By Mr. Coyle:

Q. Mr. Fleener, is it possible for a shoe store to carry conflicting lines and still be successful?

A. There are instances where a store would have a very substantial flow of business on a given segment, on a given line and they could be successful even though they had duplicate stocks, yes.

Q. In such a case as that, would you permit that store to be a Brown franchisee?

A. There are not many that we have continued as a franchise store on that basis, no. However, we will continue to sell them even if they do leave the plan, in that in our grades there is no direct conflicting between their lines.

[fol. 198E] Q. Now, these signs that you were talking about in your previous testimony, are they neon signs?

A. Yes, in most cases—not neons, they are outside illuminated signs. They are the outside signs that are put up in the front of the store.

Q. And the price on them is one dollar, is it?

A. That is the charge we make.

Q. Is that then the property of the dealer?

A. As long as he handles our shoes, yes.

Q. If he stops handling these shoes—

A. The sign comes down.

Q. You take the sign down?

A. Yes, sir.

Q. What brand names do you have the signs in?

A. Two, the Roblee's and the Buster Brown's.

Q. Do you have any Naturalizer signs?

A. No, only the neon sign that might be in the window inside the store or in the department as a display.

The Court: Are those handled on the same basis?

A. The neon signs are given to the dealers, yes.

The Court: I see.

By Mr. Coyle:

Q. You stated that the Roblee signs go to the good dealers. What do you characterize as a good dealer?

A. A man who would aggressively push that line of shoes and sell it effectively in his community.

Q. Would he be generally carrying a conflicting line if he were aggressive?

A. Not in the same price range and not as a general thing.

Q. Would the same hold true with the Buster Brown lines?

A. Yes.

Q. So generally the sign would go to dealers who were handling either Buster Brown's or Roblee's and not handling conflicting lines?

A. That is correct.

Q. Whether they were franchisees or not?

A. That is correct.

Q. Now with respect to your architectural services, do they go to good dealers, too?

A. Well, the architectural service is open to any dealer who would want to come in and work on it if he was using our shoes.

Q. Generally, if he were using your shoes, he wouldn't be handling conflicting lines, would he?

[fol. 199E] A. Yes, there are—for example, we would help a department store. It might have a large business and have some conflicting lines. We would still help them.

Q. With respect to individual dealers, it is principally for individuals.

A. Principally it is for the dealers who concentrate on our lines.

Q. With respect to your policy in making loans. Would these loans go to dealers who were concentrating on your lines.

A. Yes.

Q. With respect to the window decorator service for which I think there is a charge of five hundred dollars.

A. That is right.

Q. Is that also for dealers who concentrate on your lines?

A. Yes.

Q. Now would everyone pay the five hundred dollar charge?

A. To get that service, yes. It is well worth it.

Q. Do you have any window decorating service for which there is no charge?

A. Yes. We have signs, some neon signs as well as cards and blow-ups of ads and things of that kind for the windows.

Q. When you shifted from Edison—when Edison stopped buying from you, who took over the business of supplying Edison, do you know?

A. Well, I know generally that there was a factory that they get most of their shoes from out east that developed during that period and are continuing to sell and make their shoes.

Q. You don't know the name of the factory?

A. If I remember correctly, it is Goldstein.

Q. Now the shoes handled by your Capitol Division, ladies' shoes, are any of them produced in the same factory as the Naturalizer shoes are produced?

A. No in the strict sense of the word, there is an overlap as we move capitol shoes out of a factory where Naturalizer was moved into that factory, there was an overlap of production for a period of time where that occurred, yes.

Q. But today.

A. But today the Capitol factory is getting all of their shoes out of two factories designated for the business.

Q. Now, Mr. Fleener, you gave us the name of two manufacturers who made this pump, which is Defendants' Exhibit EEE. Were there other manufacturers as well that you knew of that made this shoe?

A. I cited three, ourselves and Carmo and Tweedie, [fol. 200E] because I knew of it. There are other people that made that silhouette, that made that type of shoe at that time.

Q. Now, would this shoe have been available at that time through a makeup manufacturer?

A. Through a makeup manufacturer?

Q. Yes.

A. That silhouette would have been, yes. It was a popular shoe at that time.

Q. Now, if a dealer stopped using the Roblee line, what would be the purpose of his keeping your sign, or the Roblee sign out in front of his store?

A. There would be no purpose, except to misuse it.

Q. Now, these franchise dealers who receive—

A. I can't hear you, sir.

Q. These franchise dealers who were discontinued from a franchise program, would they continue to buy shoes from you?

A. Yes, in almost every instance.

Mr. Ess: I have no further questions.



The commission paid Brown by U. S. Rubber.

	<u>Dating Orders</u>	<u>Fill Ins</u>
Waterproof Footwear	8% - 5%	5%
Rain Pals	5%	5%
Keds	8% - 5%	5%
Kedettes	5% - 5%	5%
U. S. Royal Sandals	5%	5%

The commissions received from U. S. Rubber become part of the general funds of Brown. They are not handled or accounted for in any manner different from other income of the Company.

ISM LETTER

## United States Rubber Company

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT



TELEPHONE  
NAUGATUCK PARK 9-2221

January 1, 1958

BROWN SHOE COMPANY FRANCHISE DEALERS

WATERPROOF FOOTWEAR - 1958 SEASON

For the 1958 Season U. S. Brand Waterproof Footwear will be offered to Brown Franchise Dealers at the January 1, 1958 prices to retailers. The procedure covering the solicitation of Dating orders is given below:

DATING ORDERS

	Factory Make-Up Discount
Less than 144 pairs or in other than case lots of an item .....	3%
144 pairs or more (but less than 480 pairs) in case lots of an item .....	5%
480 pairs or more in case lots of an item .....	8%

NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender and last.

If it is competitively necessary you may allow Franchise Dealers 8% factory make-up discount on Dating orders for 144 pairs or more (but less than 480 pairs) in case lots, the same as we did last Season. This should be the exception, and generally the Waterproof Dating will be written in accordance with the regular policy.

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 1090, Rev. 1/58, in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as his own copy.

Branches will edit orders promptly as received and will then arrange for two (2) Ozalid copies to be made of each page of each order. The original translucent pages together with one set of the Ozalid copies are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of Ozalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

Letter

- 2 -

Brown Shoe Company Franchise Dealers  
Waterproof Footwear — 1958 Season

SETTING OF DATING ORDERS (Continued)

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company. Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating Branch. The Ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the Ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed — by shipping period — in "Unfilled Order File".

SETTING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYSETTING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2½ November 10, net December 1, 1958.

DSM Letter

"Brown Shoe Company Franchise" Dealers  
Waterproof Footwear — 1958 Season

BILLING TO THE BROWN SHOE COMPANY (Continued)

2-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers, subject to terms of 2% 10 days, E. O. M.

If the Franchise Dealer earned 8% factory make-up discount on the Dating order, it be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender and last, to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

\* \* \* \* \*

Please see that your salesman have an up-to-date list of Brown Franchise Stores in territory.

Very truly yours,

LESTER A. SUMER

Footwear Sales

LAS/ame

[fol. 205E]

COMMISSION EXHIBIT 121

United States of America

Before Federal Trade Commission

Docket No. 7606

In the Matter of BROWN SHOE COMPANY, A CORPORATION

## Proposed Stipulations of Fact

*Stipulation No. 1:* The true and correct name of respondent corporation is Brown Shoe Company, Inc. Respondent was incorporated in the State of New York in 1913. Its principal office is located at 8300 Maryland Avenue, St. Louis County, Missouri.

*Stipulation No. 2:* The principal officers of Brown Shoe Company, Inc. are:

John A. Bush, Chairman of the Board  
Eugene R. McCarthy, Vice Chairman of the Board  
Clark R. Gamble, President  
A. C. Fleener, Vice President  
Milton Frank, Vice President  
Louis J. Schaefer, Vice President  
Monte E. Shomaker, Vice President  
James F. Whitehead, Jr., Vice President  
H. B. Hall, Treasurer  
W. L. H. Griffin, Secretary

*Stipulation No. 3:* Among Brown's subsidiaries, separately incorporated, but wholly owned by Brown, are G. R. Kinney Corporation, Bourbeuse Shoe Company, Moench Tanning Company, Inc. and Regal Shoe Company. The subsidiaries named in this Stipulation are engaged either in the manufacturing or retailing of shoes, or both, and Bourbeuse Shoe Company and Moench Tanning Company, Inc. do not sell shoes at wholesale to independent shoe customers.

*Stipulation No. 4:* Wohl Shoe Company, whose principal office and mailing address is 1601 Washington Avenue, St.

[fol. 206E] Louis, Missouri, is a separately incorporated, but wholly owned, subsidiary of Brown. Wohl Shoe Company is incorporated under the laws of the State of Missouri.

The principal officers of Wohl Shoe Company are:

Clark R. Gamble, Chairman of the Board

Milton Frank, President

H. B. Hall, Vice President

Ben Peck, Vice President

Gene J. Roessel, Vice President

H. J. Serth, Vice President

J. D. Straus, Vice President

James C. Taylor, Vice President

W. L. H. Griffin, Secretary

J. M. Rubin, Treasurer

Wohl Shoe Company sells women's shoes at wholesale to approximately 3,200 customers located throughout the United States and the District of Columbia. Wohl Shoe Company's retail business consists primarily of the sale of women's shoes in leased retail shoe departments. It also sells some children's shoes and some men's shoes. Brand names of its women's shoes include Marquise Originals, Jacqueline, Natural Poise, Connie and Paris Fashion.

*Stipulation No. 5:* Brown Shoe Company, Inc. manufactures shoes in 34 factories located in 6 states. Brown Shoe Company, Inc. manufactures a broad line of medium-priced, nationally advertised shoes for men, women and children.

*Stipulation No. 6:* Among the brand names used by Brown to market its shoes are:

Men's shoes	—Pedwin and Roblee
Women's shoes	—Airstep, Lifestride, Naturalizer and Risque
Children's shoes	—Buster Brown, Robin Hood and Propr-Bilt
Girls' shoes	—Glamour Debs, Robinettes and Robin Hood

[fol. 207E] In addition, Brown manufactures and sells under a non-exclusive license, children's, boys' and men's shoes bearing the names Official Boy Scout and Official Girl Scout.



Brown also manufactures shoes which are sold to certain retail stores, chain stores, and mail order houses for resale under the private brand names of such customers.

*Stipulation No. 7:* Brown shoes are principally marketed by sales at wholesale to independent retail shoe customers (including individual shoe stores, chains of shoe stores, specialty stores and department stores). At the time of the issuance of the Complaint in this matter, Brown was actively selling to approximately 6,000 independent retail shoe customers located in each of the States of the United States and in the District of Columbia. As of November 20, 1959, 682 of such independent retail shoe customers were operating as "Brown Franchise Stores" on the so-called "Brown Franchise Stores Program". Of such 682 operators of the Brown Franchise Stores, 259 had entered into written Franchise Agreements in the form identified as Appendix A attached hereto and made a part hereof. The remaining 423 operators of Brown Franchise Stores were operating on the Brown Franchise Stores Program, but without having entered into a written contract.

*Stipulation No. 8:* The total sales of Brown Shoe Company, Inc., including the sales of all subsidiaries, both at wholesale and at retail, of shoes and all other articles, for the fiscal year ending October 31, 1959, were \$276,549,164. The total of such sales of Brown Shoe Company, Inc., not including the sales of or to its subsidiaries for the fiscal year ending October 31, 1959, were \$113,359,505. The total sales of Brown Shoe Company, Inc. to the approximately 6,000 independent retail shoe customers for the fiscal year ending October 31, 1959, were \$111,292,872. The total sales of Brown Shoe Company, Inc. to stores on its Brown Franchise Stores Program for the fiscal year ending October 31, 1959, were \$24,675,617.

*Stipulation No. 9:* Brown Shoe Company, Inc. has been and is now in competition with other corporations, individuals and partnerships engaged in the manufacture, sale [fol. 208E] and distribution of shoes in commerce as that term is defined in the Federal Trade Commission Act.

*Stipulation No. 10:* The nationally advertised, branded lines of shoes manufactured by Brown are priced to retail in what is generally termed to be the medium priced field.

*Stipulation No. 11:* The Brochure identified as Appen-

dix B attached hereto and made a part hereof, has been published by Brown Shoe Company, Inc., to describe the Brown Franchise Stores Program.

*Stipulation No. 12:* The following services are available to the stores participating in the Brown Franchise Program:

A. An accounting and record keeping system consisting of record form and procedures to establish and maintain an efficient standardized accounting and record system for a retail shoe store.

B. Service and assistance by Field Representatives (16 in number) in giving advice and suggestions or merchandising, sales promotion, personnel, accounting and record keeping, and other matters pertinent to the conduct of a profitable retail shoe business. In addition, such Field Representatives will, upon request, conduct a sales clinic or a salesmanship lecture for the store personnel. Such a lecture may be accompanied by recordings to show store salesmen how to sell more shoes.

C. Architectural services, through Brown's Store Planning Department (which is also available to other independent retail shoe store customers of Brown), in designing an efficient and attractive arrangement drawn expressly for one particular location and for either building a new store or remodeling an old one, together with blueprints and specifications.

D. Window trim service . . . four seasonal window display props for two windows at a cost of \$500-\$600 per year (which is also available to other independent retail shoe store customers of Brown).

E. Group insurance participation providing coverage for fire and extended casualty insurance on stock, [fol. 209E] fixtures and improvements, business interruption, robbery, safe burglary and also life insurance. Lexington Insurance Company underwrites the group coverage for the fire and extended casualty insurance with approximately 409 (as of November 20, 1959) stores participating. Prudential Life Insurance Company of America writes the group life insurance covering store owners, managers and employees of 263 stores. (as of November 20, 1959)

*Stipulation No. 13:* Brown Shoe Company, Inc., has made arrangements with United States Rubber Company whereby the stores on a Brown Franchise Program may purchase certain United States Rubber Company products at prices and upon terms set forth from time to time in accordance with certain memoranda prepared by United States Rubber Company. Copies of certain of such memoranda dated August 1, 1959, and identified as Appendices C, D and E, and dated January 1, 1960, and identified as Appendices F, G and H, are attached hereto and made a part hereof. Brown Shoe Company, Inc. receives a commission on sales of certain United States Rubber Company products to Brown Franchise Stores operating on the Brown Franchise Stores Program in accordance with the provisions of a letter dated May 8, 1959, from A. C. Ware, Branch Footwear Sales Manager of United States Rubber Company addressed to Mr. J. R. Johnston of the Franchise Stores Division of Brown Shoe Company, Inc., a copy of which letter identified as Appendix I, is attached hereto and made a part hereof. During Brown's fiscal year ending October 31, 1958, it received from United States Rubber Company commissions totaling \$158,313. And during its fiscal year ending October 31, 1959, it received from United States Rubber Company commissions totaling \$171,417. Brown pays United States Rubber Company for the canvas and waterproof footwear purchased by Brown Franchise Stores from United States Rubber Company and shipped by United States Rubber Company to such stores. Brown then in turn bills the Brown Franchise Stores on its own invoices for such canvas and waterproof footwear, assuming the credit risk. On dating orders Brown's payments to United States Rubber Company are made well in advance of receipt of payment by Brown. The above is more particularly set out in Appendix J attached hereto and made a part hereof. During the year 1958, 457 of the stores on the Brown Franchise Program purchased rubber or canvas footwear under this arrangement with United States Rubber Company, and in 1959 the number of such stores was 473.

*Stipulation No. 14:* Brown Franchise Stores are, for the most part, located in towns or cities with populations of from 5,000 to 30,000. In almost all instances there is only one franchise store located in each community.

**Stipulation No. 15:** According to published industry figures, Brown Shoe Company, Inc., with its subsidiaries, is shown to be second in dollar sales and third in pairage production in 1958 and 1959 as set forth in Appendix K attached hereto and made a part hereof. These figures include the dollar sales and the pairage production of G. R. Kinney Corporation which is operated as a separate business with independent management under order of Federal District Court for Eastern District Missouri.

# of the top brands in America

## 1974-1975

Based on a survey of 100,000 consumers, this report shows the top brands in America for 1974-1975. The survey was conducted by the National Branding Council, a non-profit organization dedicated to the study of consumer behavior.

## Top Brands

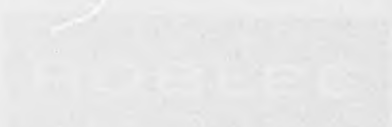
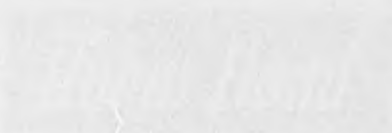
The following table lists the top brands in America for 1974-1975, ranked by the number of consumers who chose them. The brands are listed in descending order of popularity.

## Rank

1. **Brand A**  
2. **Brand B**  
3. **Brand C**  
4. **Brand D**  
5. **Brand E**

## Rank

6. **Brand F**  
7. **Brand G**  
8. **Brand H**  
9. **Brand I**  
10. **Brand J**







# 8 of the top brands in America

## BUSTER BROWN

—the broadest, best known, biggest selling line of children's shoes in America. Parents have shown their trust in Buster Brown fit and quality for over 50 years. Buster Brown covers the market with up-to-date styles for infants, children, growing girls, and teen-agers.

*Buster Brown*

## ROBIN HOOD

—a complete line of smartly styled, well-made and moderate-priced shoes for children. Representing one of the biggest profit opportunities in the shoe business, the Robin Hood line is designed for a market conservatively estimated at a billion dollars.

*Robin Hood*

## ROBLEE

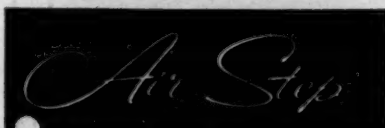
—one of the most popular line of men's shoes in the middle-price field. The Roblee combination of quality and styling has broadened the market for this fast-selling line to include men of all ages, in all walks of life.

ROBLEE

## PEDWIN

—the "big market" line designed for young men who buy twice as many shoes as their fathers and brothers. A bell ringer at the cash register, the Pedwin line takes all retail promotion honors by featuring the "hottest shoe of the month" every month.

pedwin



#### AIR STEP

—the easiest selling women's shoes there is. Air Step features "The Magic Sole"—a magic selling feature you can demonstrate right at the fitting stool.



#### LIFE STRIDE

—a complete line of casual, classic, dress, and sport shoes for women. Life Stride offers the latest in fashion in a range where millions of young women buy.



#### RISQUE

—a promotional, highly salable line of flats and little heels. The Risque line is helping Brown Franchise retailers everywhere cash in on a changing market brought about by the trend to casual living.



#### NATURALIZER

—the fastest growing line of women's shoes in the business. Naturalizer basic types, casuals, and dress patterns have long been recognized as "the shoe with the beautiful fit."

## Selling the Brown Brands as a family gives you other profitable advantages:

- You carry shoes for all ages and both sexes. Once you've sold Mom or Dad or the kids, the whole family is your customer.
- Every one of your lines fits into a range of prices that seven out of ten families will pay.
- Every pattern you carry is ordered and delivered from one dependable source.
- You concentrate on fewer lines which eliminates overlap and conflict, simplifies merchandising, and strengthens your promotion.

# **BIGGEST National Advertising of any Shoe Family**



## **Magazine Advertising to Support Your Local Promotion**

Americans have learned to ask for (and look for) Brown Brands by name. That's because the Brown Shoe Company has used national advertising in a big way year after year to tell millions of families about the consumer benefits they will get from the Brown Brands. And this makes the retailer's promotion dollar most productive for him.



In addition to the biggest national advertising campaign in the shoe industry, Captain Kangaroo will participate in TV commercials promoting Buster Brown traffic builders.



## **A STEADY FLOW OF EFFECTIVE TIE-IN MATERIAL**

Our 35 years of experience with the Brown Franchise Retail Stores Program has shown that the Brown Franchise Retailer is promotion minded. He knows that national advertising presents the mass markets—and he tackles his own market with year-round tie-in promotions. You get full support from Brown with newspaper mats, display materials, radio and TV commercials, full-scale direct mail campaigns, and special promotion ideas. Many of them come straight to you as a result of outstanding successes elsewhere in the Brown family.

## How BROWN helps a new Brown Franchise Stores Retailer get the best start possible

- Brown architects help you design a new store—or remodel an old one

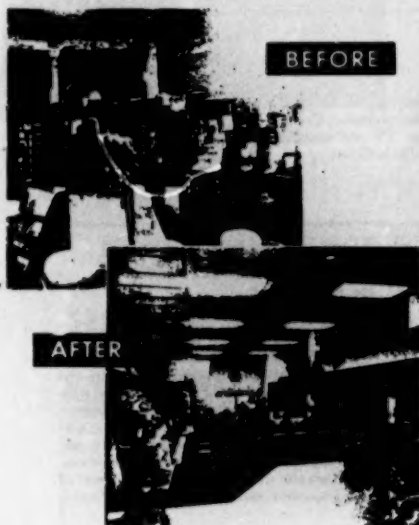
"A better looking store than the one across the street"—both inside and out—is a valuable asset in today's highly competitive market.

Thus, one of the first groups Brown calls in to help establish a new Franchise Store is our Store Planning Service.

Designing the store is a science. It includes the physical appearance and ar-

rangement of all elements. It incorporates the latest thinking (and successful experience) in merchandising, selling, and displaying footwear and accessories.

In the case of either a new store, or a remodeling project on an old store, Brown Shoe Company furnishes complete working blueprints to your contractor—with-out charge.





## United States Rubber Company

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT

TELEPHONE  
NAUGATUCK PARK 9-2284

August 1, 1959

### BROWN SHOE COMPANY - FRANCHISE DEALERS U. S. KEDS - 1959-60 SEASON

The 1959-60 U. S. Keds line will be offered to Brown Franchise Dealers at regular prices and terms under our policy. Complete instructions are given below:

#### DATING ORDERS

Keds Dating orders will be accepted from August 1 to December 31, inclusive, for shipment from December 1, 1959 to April 25, 1960, inclusive.

#### Factory Make-Up Discount

Less than 144 pairs or in other than case lots of an item .....	3%
144 pairs or more (but less than 480 pairs) in case lots of an item .....	5%
480 pairs or more in case lots of an item .....	8%

#### DATING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 774 Rev. 7/59 in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as his own copy.

Branches will edit orders promptly as received and will then arrange for two (2) solid copies to be made of each page of each order. The original translucent pages, together with one set of the solid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of solid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.

DSM Letter

- 2 -

August 1, 1959

Brown Shoe Company - Franchise Dealers  
U. S. Keds - 1959-60 Season

#### WRITING OF DATING ORDERS (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating Branch. The ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed — by shipping period — in "Unfilled Order File".

#### WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

#### BILLING TO THE BROWN SHOE COMPANY

##### DATING ORDER SHIPMENTS

Bill of the Brown Shoe Company, St. Louis, at prices to retailer less factory make-up discount on qualifying orders, subject to terms of 2% May 10, net June 1, 1960.

##### AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 2% 10 days, E. O. M.

DSM letter

- 3 -

August 1, 1959

Brown Shoe Company - Franchise Dealers  
W. S. Keds - 1959-60 Season

FILLING (Continued)

If the Franchise Dealer earned 8% factory make-up discount on the Dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, and gender to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we sent to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

Please see that your salesmen have an up-to-date list of Brown Franchise Dealers in their territory.

Very truly yours,

LESTER A. SURHE

Branch Footwear Sales

LAS:jms

## United States Rubber Company



NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK CONNECTICUT

TELEPHONE  
NAUGATUCK PARK 9-7700

DSM LETTER

August 1, 1959

BROWN SHOE COMPANY - FRANCHISE DEALERS  
U. S. KEDETTES - 1960 SEASON

The 1960 U. S. Kedettes line will be offered to Brown Franchise Dealers at regular prices and terms under the policy. The procedure is outlined below:

NET PRICES

U. S. Kedettes will be sold at the net prices shown in the August 1, 1959 Kedettes price list.

DATING ORDERS

Dating orders will be accepted from August 1 to December 31, inclusive, for shipment from December 1, 1959 to April 25, 1960, inclusive.

WRITING OF ORDERS

Dating Orders will be written on U. S. Dating Order Form 774 Rev. 7/59 in triplicate. At-Once orders will be written on our regular order form.

Procedure for writing and handling Dating and At-Once orders for Kedettes is the same as outlined for Keds in our U. S. Keds DSM Letter of August 1, 1959.

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2 1/2 May 10, Net June 1, 1960.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2 1/2 10 days, E. O. M.

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment, with a notation that the regular invoice will follow from the Brown Shoe Company.

Very truly yours,

LESTER A. SUHRZ

Branch Footwear Sales

LAS:jms

## United States Rubber Company

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK CONNECTICUT

TELEPHONE  
NAUGATUCK PARK 9-2281



August 1, 1959

### BROWN SHOE COMPANY - FRANCHISE DEALERS U. S. ROYAL SANDALS - 1960 SEASON

U. S. Royal Sandals will be offered to Brown Franchise Dealers at regular prices and terms under the policy. The procedure is outlined below:

#### NET PRICES

U. S. Royal Sandals will be sold at the net prices shown in the August 1, 1959 U. S. Royal Sandals price list.

#### DATING ORDERS

Dating orders are those accepted from August 1 to December 31, inclusive, for shipment from December 1, 1959 to April 25, 1960, inclusive.

#### FACTORY MAKE-UP DISCOUNTS

The net prices are not subject to any discounts except 2% cash discount. Factory make-up discounts DO NOT APPLY. An order for U. S. Royal Sandals cannot be combined with an order for Keds to qualify the latter for factory make-up discount.

#### WRITING OF ORDERS

Dating orders will be written on U. S. Dating Order Form 774 Rev. 7/59 in triplicate. At-Once orders will be written on our regular order form.

Procedure for writing and handling Dating and At-Once orders for U. S. Royal Sandals is the same as outlined for Keds in our U. S. Keds DSM Letter of August 1, 1959.

### BILLING TO THE BROWN SHOE COMPANY

#### DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2% May 10, net June 1, 1960.

#### AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2% 10 days, E. O. M.

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment, with notation that the regular invoice will follow from the Brown Shoe Company.

Very truly yours,

LESTER A. SUHR  
Branch Footwear Sales



## United States Rubber Company



NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT

TELEPHONE  
NAUGATUCK PARK 9-22

DSM LETTER

January 1, 1960

### BROWN SHOE COMPANY FRANCHISE DEALERS

#### 1960 WATERPROOF SEASON - RAINPALS

Rainpals will be offered to Brown Shoe Company Franchise Dealers at the same prices and terms that we offer them to the regular trade. The procedure is outlined below:

#### PRICES

Rainpals will be sold at the prices shown in the January 1, 1960 price list.

#### DATING ORDERS

Dating orders will be accepted from January 1 to June 30 for shipment from April 1 to October 25, 1960.

#### QUANTITY DISCOUNT

5% quantity discount will be allowed on orders for 144 pairs or more in multiples of 12 pairs of a color, gender and last.

Quantity discount of 5% applies on Dating and At-Once orders.

An order for Rainpals cannot be combined with an order for other Footwear to qualify for factory make-up discount.

#### WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 1090 - Rev. 1/60.

#### WRITING OF AT-ONCE ORDERS

At-Once orders for Rainpals will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

DSM Letter

- - 2 -

January 1, 1960

Brown Shoe Company Franchise Dealers  
1960 Waterproof Season — Rainpals

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash November 10, net December 1, 1960.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash 10 days, E. O. M.

Very truly yours,

LESTER A. SUHRE

Branch Footwear Sales

LAS:jms

## United States Rubber Company



NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK CONNECTICUT

DSM LETTER

January 1, 1960

### BROWN SHOE COMPANY FRANCHISE DEALERS

### 1960 WATERPROOF SEASON -- U. S. PAK-A-WAYS

Pak-A-Ways will be offered to Brown Shoe Company Franchise Dealers at the same prices and terms that we offer them to the regular trade. The procedure is outlined below:

#### PRICES

Pak-A-Ways will be sold at the prices shown in the January 1, 1960 price list.

#### DATING ORDERS

Dating orders will be accepted from January 1 to June 30 for shipment from April 1 to October 25, 1960.

#### QUANTITY DISCOUNT

5% quantity discount will be allowed on orders for 144 pairs or more in multiples of 12 pairs of a stock number.

Quantity discount of 5% applies on Dating and At-Once orders.

An order for Pak-A-Ways cannot be combined with an order for other Footwear to qualify for factory make-up discount.

#### WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating order form 1090 - Rev. 1/60.

#### WRITING OF AT-ONCE ORDERS

At-Once orders for Pak-A-Ways will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

and Letter

- 2 -

January 1, 1960

Brown Shoe Company Franchise Dealers

1960 Waterproof Season — U. S. Pak-A-Ways

BILLING TO THE BROWN SHOE COMPANY

ATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash November 10, net December 1, 1960.

T-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash 10 days, E. O. M.

Very truly yours,:

LESTER A. SUHRE

Branch Footwear Sales

LAS:jms

## United States Rubber Company



DSM LETTER

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT

TELEPHONE  
NAUGATUCK PARK 9-2226

January 1, 1960

### BROWN SHOE COMPANY FRANCHISE DEALERS

### WATERPROOF FOOTWEAR - 1960 SEASON

For the 1960 Season U. S. Brand Waterproof Footwear will be offered to Brown Franchise Dealers at the January 1, 1960 prices to retailers. The procedure covering the solicitation of Dating orders is given below:

#### DATING ORDERS

Factory  
Make-Up  
Discount

Less than 144 pairs or in other than case lots of an item .....	3%
144 pairs or more (but less than 480 pairs) in case lots of an item ...	5%
480 pairs or more in case lots of an item .....	8%

#### NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of an individual style, color, gender and last.

#### TRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 1090, Rev. 1/60, in triplicate. Salesmen will forward the original and duplicate of each page of each order to the branch and retain the triplicate as their own copy.

Branches will edit orders promptly as received and will then arrange for two (2) Ozalid copies to be made of each page of each order. The original translucent pages, together with one set of the Ozalid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of Ozalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.



Letter

- 2 -

January 1, 1960

Brown Shoe Company Franchise Dealers  
Waterproof Footwear — 1960 Season

# WRITING OF DATING ORDERS (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating branch. The Ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies, fully credit approved, are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, branches should make certain that Brown Shoe Company's order number is noted on the Ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed - by shipping period - in "Unfilled Order File".

# WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

## BILLING TO THE BROWN SHOE COMPANY

### DATE ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2% November 10, net December 1, 1960.

### AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers, subject to terms of 2% 10 days, E. O. M.

D Letter

- 3 -

January 1, 1960

Brown Shoe Company Franchise Dealers  
Waterproof Footwear — 1960 Season

BILLING TO THE BROWN SHOE COMPANY (Continued)

If the Franchise Dealer earned 8% factory make-up discount on the Dating order it will be satisfactory to allow 8% on fill-in orders in case lots or in multi of 12 pairs of a style, color, gender and last, to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. Invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoice should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

\* \* \* \* \*

Please see that your salesmen have an up-to-date list of Brown Franchise Stores their territory.

Very truly yours,

LESTER A. SUMRE

Branch Footwear Sales

LAS:jms

Mr. J. R. Johnston  
Franchise Stores Division  
Brown Shoe Company  
St. Louis 24, Missouri

Dear Dick:

This will confirm agreements arrived at with you on our visit in your office Tuesday, April 28, concerning a revision on commissions on the sale of Waterproof Footwear, Keds, and Kedettes to Brown Shoe Company Franchise dealers.

The following revisions in commissions mutually agreed upon will become effective on the dates set forth.

Revisions in commissions on Dating orders will be as follows, and will become effective on the billing dates designated.

	<u>Billing as of</u>	<u>Commission</u>		<u>Billing as of</u>	<u>Commission</u>
Waterproof	1/1/60	10%	Waterproof	1/1/61	6%
Keds	8/1/59	10%	Keds	8/1/60	6%
Kedettes	8/1/59	5%	Kedettes	8/1/60	5%

Commissions on Dating orders of Rainpals and Royal Sandals will remain unchanged and will continue as follows:

Rainpals (Plastic)	5%
Royal Sandals	5%

Commissions on fill-ins or at-once business will remain unchanged and will continue as follows:

Waterproof	5%
Keds	5%
Kedettes	5%
Rainpals (Plastic)	5%
Royal Sandals	5%

It was agreed that both United States Rubber and Brown Shoe Company have mutually benefitted in the commission arrangements which have been in effect over a period of many years. We are looking forward to the continuation of this fine relationship on a mutually profitable basis for many years to come.

Very truly yours,

ACT/ms

A. C. Ware  
Branch Footwear Sales Manager

cc: Messrs. W. L. H. Griffin — Brown Shoe  
[ ] J. Stroessner — Brown Shoe  
J. J. Brady — 1230

Merchants on the Brown Franchise Program, who purchase waterproof and canvas footwear from U. S. Rubber Company and are filled by Brown Shoe Company, do so as follows:

The bulk of purchases are made on dating (advance) orders. On canvas footwear dating orders carry terms of May 10 less 2 per cent cash discount, net June 1. Waterproof footwear carry terms of November 10 less 2 per cent cash discount, net December 1. Fill in orders carry terms of 30 days less 2 per cent cash discount.

#### Dating Orders

The U. S. Rubber Company sales representative solicits the merchant and receives an order. Such orders are sent by U. S. Rubber's salesman to the branch office of U. S. Rubber Company which in turn sends Brown Shoe Company two copies of the order. Brown identifies these orders with an order number in addition to U. S. Rubber Company's order number and processes them for credit approval. If the order receives credit approval, U. S. Rubber Company is advised. In the case of orders which are not immediately approved for credit by the Credit Department of Brown, U. S. Rubber Company is notified that approval is being withheld.

#### Fill In Orders

Fill in orders are orders placed during the retailer's selling season and are sent by the merchant directly to a branch of U. S. Rubber Company or given to a U. S. Rubber Company salesman. U. S. Rubber Company has a list of merchants on the Brown Franchise Program listing the amount of credit for which Brown's approval is automatically given. Where a fill in order exceeds the amount of this automatic credit OK, the branch requests credit OK from Brown.

Under the above procedure if U. S. Rubber Company ships prior to receiving credit approval or in excess of a fixed amount of automatic credit approval, Brown Shoe Company does not guarantee payment of the account.

#### Payment

When U. S. Rubber Company makes a shipment, two copies of the invoice are mailed to Brown and another copy to the customer. Brown Shoe Company bills the franchise customer directly from the invoice received from U. S. Rubber Company. The charge resulting from the bill to the franchise customer is posted to that customer's account, and payment is made by the customer to Brown in accordance with the terms of shipment shown thereon as described above.

U. S. Rubber Company, each month, sends Brown a statement covering all shipments and credits made to franchise dealers during the previous month. This statement is paid by Brown to U. S. Rubber Company by the 10th of the month. Thus, no payments are made by Brown prior to shipment, although on dating orders Brown's payments to U. S. Rubber are made well in advance of receipt of payment by Brown.

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In the years 1954 through 1958 Brown Shoe Company sustained two credit losses on purchases made by Brown Franchise Stores of goods from U. S. Rubber Company. These were as follows:

1. Binn's Bootery  
Wayco, Texas  
February 22, 1957  
\$2,197.17
2. Barrington Bootery, Inc.  
Barrington, Illinois  
October 29, 1958  
\$398.50

It is expected that this latter loss will be recovered in its entirety by the attorney with whom this account has been placed.

We have been unable to discover any instance in which payments for U. S. Rubber goods by merchants were as much as six months late in the years 1954 through 1958.

In the event that Franchise merchants who have purchased goods from U. S. Rubber Company return such goods for credit for reasons of quality, fit, etc., such returns are made directly to U. S. Rubber Company by the merchants, and any adjustments are agreed to by the merchant and U. S. Rubber Company. Brown does not make any adjustments for loss in transit, for variations in quantity from the amount stated on the invoice, or in quality, such adjustments being made by the merchant involved and U. S. Rubber Company.

# United States Rubber Company

## ISM LETTER



TELEPHONE  
NAUGATUCK PARK 9-2281

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT

August 1, 1958

### BROWN SHOE COMPANY - FRANCHISE DEALERS U. S. KEDS - 1958-59 SEASON

The 1958-59 U. S. Keds line will be offered to Brown Franchise Dealers at regular prices and terms under our policy. Complete instructions are given below:

#### DATING ORDERS

Keds Dating orders will be accepted from August 1 to December 31, inclusive, for shipment from December 1, 1958 to April 25, 1959, inclusive.

#### Factory Make-Up Discount

Less than 144 pairs or in other than case lots of an item .....	3%
144 pairs or more (but less than 480 pairs) in case lots of an item .....	5%
480 pairs or more in case lots of an item .....	8%

#### WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 774 Rev. 7/58 in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as his own copy.

Branches will edit orders promptly as received and will then arrange for two (2) ozalid copies to be made of each page of each order. The original translucent pages, together with one set of the ozalid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of ozalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.



NEW Letter

- 2 -

August 1, 1958

Brown Shoe Company - Franchise Dealers  
U. S. Keds - 1958-59 Season

WRITING OF DATING ORDERS (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number - the original translucent copy will be returned promptly to the originating Branch. The ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed - by shipping period - in "Unfilled Order File".

WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYDATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer less factory make-up discount on qualifying orders, subject to terms of 2% May 10, net June 1, 1959.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 10 days, E. O. N.

ISM Letter

- 3 -

August 1, 1958

Brown Shoe Company - Franchise Dealers  
U. S. Keds - 1958-59 Season

BILLING (Continued)

If the Franchise Dealer earned 8% factory make-up discount on the Dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, and gender to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we sent to Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

Please see that your salesmen have an up-to-date list of Brown Franchise Dealers in their territory.

Very truly yours,

LESTER A. SUHR

Branch Footwear Sales

LAS/anc



**United States Rubber Company**  
Naugatuck Footwear Plant

January 1, 1955

BROWN SHOE COMPANY FRANCHISE DEALERS

WATERPROOF FOOTWEAR — 1955 SEASON

For the 1955 season U. S. Brand and Goodyear Glove Brand Waterproof will be offered to Brown Franchise Dealers at the January 1, 1955 prices to retailers. The procedure covering the solicitation of dating orders will be the same as last season and complete instructions are given below:

DATING ORDERS

	Factory Make-up Discount
Less than 144 pairs.....	3%
144 pairs to 480 pairs.....	8%
480 pairs or more.....	8%

**NOTE:** It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender, last and width. This applies to Latex and Plastic as well as to Conventional items.

WRITING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company "Rubber Department" four-part order form, and the salesman will add one extra tissue - the five copies will be distributed as follows:

The extra tissue retained by the salesman.

The pink copy to be left with the dealer.

The salesman will send the blue, yellow and regular tissue to his local branch. (The branch will retain the regular white tissue copy and will forward the blue and the yellow copies of Brown orders to the Rubber Department, Brown Shoe Company, St. Louis, Missouri)

The salesman will use his regular order number in regular sequence, prefixing his number with the letter "B". The salesman will write orders in the same manner as for other dealers, showing terms and showing factory make-up discount where it applies.

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form, and underneath the salesman's name should appear the name of the branch.

-2-

The Brown Shoe Company will write the dating orders on our order forms (551 Glove and 556 U. S.) and ret on them to the branch of origin.

#### WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order forms. Do not write at-once orders on Brown Shoe Company order forms, and do not send at-once orders to the Brown Shoe Company for confirmation.

On at-once orders for over \$100.00 you will communicate with the Brown Shoe Company, St. Louis, for credit approval.

#### BILLING TO THE BROWN SHOE CO.

##### DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2% November 10th, net December 1st, 1955.

##### AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, subject to terms of 2% 10 days E.O.M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender and width to meet competitive conditions.

#### IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

\* \* \* \* \*

Please see that your salesman have an up-to-date list of Brown Franchise Stores.

Very truly yours,

J. J. TARRANT

Footwear Sales

JJT/lm

United States Rubber Company  
 NAUGATUCK FOOTWEAR PLANT  
 NAUGATUCK, CONNECTICUT

DSM LETTER

January 1, 1956

BROWN SHOE COMPANY FRANCHISE DEALERSWATERPROOF FOOTWEAR — 1956 SEASON

For the 1956 season U. S. Brand and Goodyear Glove Brand Waterproof will be offered to Brown Franchise Dealers at the January 1, 1956 prices to retailers. The procedure covering the solicitation of dating orders is given below:

DATING ORDERS

	Factory Make-up Discount
Less than 144 pairs.....	3%
144 pairs but less than 480 pairs in case lots of an item.....	5%
480 pairs or more in case lots of an item.....	8%

NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender, last and width.

If it is competitively necessary you may allow Franchise Dealers 8% factory make-up discount on dating orders for 144 pairs or more (but less than 480 pairs) in case lots, the same as we did last season. This should be the exception and generally the Waterproof dating will be written in accordance with the regular policy.

WRITING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company "Rubber Department" four-part order form, and the salesman will add one extra tissue—the five copies will be distributed as follows:

The extra tissue retained by the salesman.

The pink copy to be left with the dealer.

The salesman will send the blue, yellow and regular tissue to his local branch. (The branch will retain the regular white tissue copy and will forward the blue and the yellow copies of Brown orders to the "Rubber Department", Brown Shoe Company, St. Louis, Missouri).

The salesman will use his regular order number in regular sequence, prefixing this number with the letter "B". The salesman will write orders in the same manner as for other dealers, showing terms and showing factory make-up discount where it applies.

DSM LETTER

1/1/56

- 2 -

WRITING OF DATING ORDERS (Cont'd)

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form, and underneath the salesman's name should appear the name of the branch.

The Brown Shoe Company will rewrite the dating orders on our order Forms (551 Glove and 556 U. S.) and return them to the branch of origin.

WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order forms. Do not write at-once orders on Brown Shoe Company order forms, and do not send at-once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYDATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2% November 10, net December 1, 1956.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, subject to terms of 2% 10 days, E.O.M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 8% on fill-in orders, in case lots or in multiples of 12 pairs of a style, color, gender, and width to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

\*\*\*\*\*

Please see that your salesmen have an up-to-date list of Brown Franchise Stores.

Very truly yours,

J. J. TARRANT  
Footwear Sales

JJT:amc





## United States Rubber Company

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT

NEW LETTER

January 1, 1957

### BROWN SHOE COMPANY FRANCHISE DEALERS

#### WATERPROOF FOOTWEAR - 1957 SEASON

For the 1957 Season U. S. Brand and Goodyear Glove Brand Waterproof will be offered to Brown Franchise Dealers at the January 1, 1957 prices to retailers. The procedure covering the solicitation of dating orders is given below:

#### DATING ORDERS

Factory  
Make-up  
Discount

Less than 144 pairs. . . . .	3%
144 pairs but less than 480 pairs in case lots of an item. . . . .	5%
480 pairs or more in case lots of an item. . . . .	8%

#### NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender and last.

If it is competitively necessary you may allow Franchise Dealers 8% factory make-up discount on dating orders for 144 pairs or more (but less than 480 pairs) in case lots, the same as we did last Season. This should be the exception and generally the Waterproof dating will be written in accordance with the regular policy.

#### WRITING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company "Rubber Department" four-part order form and the salesman will add one extra tissue - the five copies will be distributed as follows:

The extra tissue retained by the salesman.  
The pink copy to be left with the dealer.  
The salesman will send the blue, yellow and regular tissue to his local Branch. (The Branch will retain the regular white tissue copy and will forward the blue and the yellow copies of Brown orders to the "Rubber Department", Brown Shoe Company, St. Louis, Missouri.)

The salesman will use his regular order number in regular sequence prefixing this number with the letter "F". The salesman will write orders in the same manner as for other dealers showing terms and showing factory make-up discount where it applies.

DEM Letter

Brown Shoe Company Franchise Dealers  
Waterproof Footwear — 1957 Season

1/1/57

- 2 -

WRITING OF DATING ORDERS (Continued)

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form and underneath the salesman's name should appear the name of the Branch.

The Brown Shoe Company will rewrite the dating orders on our order Forms (551 Glove and 556 U. S.) and return them to the Branch of origin.

WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order forms. Do not write at-once orders on Brown Shoe Company order forms and do not send at-once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders subject to terms of 2% November 10, net December 1, 1957.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 2% 10 days, E. O. M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender and last to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

\* \* \* \* \*

Please see that your salesman have an up-to-date list of Brown Franchise Stores.

Very truly yours,

LESTER A. SUMME  
Footwear Sales

[fol. 239E]

COMMISSION EXHIBIT 127-A.

DSM LETTERUnited States Rubber Company

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT

TELEPHONE  
NAUGATUCK PARK 9-2381

January 1, 1959

BROWN SHOE COMPANY FRANCHISE DEALERSWATERPROOF FOOTWEAR -- 1959 SEASON

For the 1959 Season U. S. Brand Waterproof Footwear will be offered to Brown Franchise Dealers at the January 1, 1959 prices to retailers. The procedure covering the solicitation of Dating orders is given below:

DATING ORDERS

Factory  
Make-Up  
Discount

Less than 144 pairs or in other than case lots of an item .....	3%
144 pairs or more (but less than 480 pairs) in case lots of an item ...	5%
480 pairs or more in case lots of an item .....	8%

NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender, and last.

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 1090, Rev. 1/59, in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as their own copy.

Branches will edit orders promptly as received and will then arrange for two (2) Ozalid copies to be made of each page of each order. The original translucent pages, together with one set of the Ozalid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of Ozalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.

DLA Letter

- 2 -

January 1, 1959

**Brown Shoe Company Franchise Dealers**  
**Waterproof Footwear — 1959 Season**

WRITING OF DATING ORDERS (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating Branch. The Ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the Ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed — by shipping period — in "Unfilled Order File".

WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYDATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2½ November 10, net December 1, 1959.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers, subject to terms of 2½ 10 days, E. O. M.





## United States Rubber Company

NAUGATUCK FOOTWEAR PLANT  
NAUGATUCK, CONNECTICUT

DSM LETTER

August 1, 1955

### BROWN SHOE COMPANY - FRANCHISE STORES U. S. KEDS - 1955-56 SEASON

The 1955-56 U. S. Keds line will be offered to Brown Franchise Stores at regular prices and terms under our policy. Complete instructions are given below:

#### DATING ORDERS

Keds dating orders will be accepted from August 1 to December 31 inclusive for shipment from December 1, 1955 to April 25, 1956 inclusive.

	Factory Make-up Discount
Less than 144 pairs or in other than case lots of an item .....	3%
144 pairs or more (but less than 480 pairs) in case lots of an item .....	5%
480 pairs or more in case lots of an item .....	8%

#### WRITING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company, Rubber Department, four-part order form, and the salesman will add one extra tissue. The five copies will be distributed as follows:

The extra tissue retained by the salesman.

The pink copy to be left with the dealer.

The salesman will send the blue, yellow and regular tissue to his local branch. (The branch will retain the regular white tissue copy and will forward the blue and the yellow copies of the Brown orders to the Rubber Department, Brown Shoe Company, St. Louis, Missouri.)

The salesman will use his regular order number in regular sequence, prefixing this number with the letter "B". The salesman will write orders in the same manner as for other dealers, showing terms and factory make-up discount where it applies.

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form; and underneath the salesman's name should appear the name of the branch.

The Brown Shoe Company will rewrite the dating orders on our order forms and return them to the branch of origin.

#### WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order form. Do not write at-once orders on the Brown Shoe Company order form, and do not send at-once orders to the Brown Shoe Company for confirmation.



-2-

WRITING OF AT-ONCE ORDERS (Cont'd.)

On at-once orders for over \$100.00 you will communicate with the Brown Shoe Company, St. Louis, for credit approval.

BILLING TO THE BROWN SHOE COMPANYDATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, less factory make-up discount on qualifying orders, subject to terms of 2% May 10, net June 1, 1956.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, subject to terms of 2% 10 days E.O.M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender and width to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company."

\*\*\*\*\*

Please see that your salomen have an up-to-date list of Brown Franchise stores in their territory.

Very truly yours,

J. J. TARRANT

Footwear Sales

JJT:ano

<u>Store</u>	<u>Date Added</u>
<u>Pennsylvania (Cont.)</u>	
Gold's Shoes, Inc. 310 E. Eighth Ave. Homestead, Pa.	2/13/56
Samuel Jackson Jackson's Shoe Store 320 Main St. Irwin, Pa.	6/19/59
Hub Shoe Co. 31-33 Fraley St. Kane, Pa.	6/17/57
Richards 306 5th Ave. McKeesport, Pa.	5/27/59
Bishop Shoe Co. 212 Brownsville Rd. Mt. Oliver, Pa.	1/4/56
Shugarts Shoes Front & Laurel Philipsburg, Pa.	7/2/56
Blynn's Shoe Store, Inc. 710 Homewood Ave. Pittsburgh, Pa.	2/27/59
Steele's Buster Brown Shoes 8001 McKnight Rd. Pittsburgh, 37, Pa.	3/22/55
Harl's Shoe Store Pantall Block Punxsutawney, Pa.	9/4/56
Karen's Shoe Store 610 Penn Ave. Turtle Creek, Pa.	8/21/59
Dutrey's Shoes 71 W. Main Arcade Bldg. Waynesboro, Pa.	2/29/56
<u>South Dakota</u>	
Juel's Shoe Store, Inc. DBA Juel's Shoes 413 Main Brookings, S. Dak.	2/6/58

Letter:

- 2 -

4/1/57

Brown Shoe Company - Franchise Dealers  
S. Keds - 1957-58 Season

ENDING OF DATING ORDERS (Continued)

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the Serial "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed - by shipping period - in "Unfilled Order File".

ENDING OF AT-ONCE ORDERS

At-once orders will be written on our regular order form. Do not write At-once orders on the Dating order form and do not send At-once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYENDING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis at prices to retailer less factory make-up discount on qualifying orders subject to terms of 2% May 10, net June 1, 1958.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 2% 10 days, E. O. M.

The Franchise Dealer earned 8% factory make-up discount on the Dating order, it will satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs a style, color, and gender to meet competitive conditions.

RGW letter

- 3 -

9/1/58

Brown Shoe Company - Franchise Dealers  
U. S. Keds - 1957-58 Season

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

Please see that your salesman have an up-to-date list of Brown Franchise Dealers in their territory.

Very truly yours,

Lester A. Suhre  
Footwear Sales

LAS/ann

W/15

STREET NAME AND ADDRESS	YEAR	L.B. Jr.	L.B. Sr.	CLINIC	TOTAL
Shoe Store	1951	619	461	114	1,224
20 S. Main	1952	855	435	240	1,530
Plymouth, Mich.	1953	0	12	234	246
(Pop. 6,637)	1954	0	18	222	240
	1955	0	18	234	252
	1956	0	50	331	381
	1957	0	25	203	228
	1958	0	12	176	188
	1959	0	107	207	314
Shoe Store	1957	289	23	42	354
Sciukro, Miss.	1958	0	0	115	115
(Pop. 6, 753)	1959	0	0	85	85
Shoe Store	1956	264	207	208	679
220 O 17th Ave.	1957	26	20	137	183
Enroe, Wisc.	1958	195	37	128	360
(Pop. 7037)	1959	188	5	129	322
Shoe Store	1954	1,709	7	611	2,327
216 Shattuck	1955	999	2	514	1,515
Berkeley, Calif.	1956	657	0	565	1,222
(Pop. 113,805)	1957	738	61	503	1,302
	1958	743	93	360	1,196
	1959	614	99	415	1,128
Shoe Store	1953	0	0	258	258
11 Railroad Ave	1954	0	0	156	156
Pittsburgh, Calif.	1955	0	0	199	199
(Pop. 12,763)	1956	0	0	106	106
	1957	0	0	137	137
	1958	0	0	102	103
	1959	0	0	65	65
Shoe Store	1955	0	0	97	97
2 W. Main	1956	0	0	197	197
Arlock, Calif.	1957	0	0	136	136
(Pop. 6235)	1958	0	0	112	112
	1959	0	0	96	96

FIRM NAME AND ADDRESS	YEAR	L.B. JR.	L.B. SR.	CLINIC	TOT
Hudson's	1957	0	0	163	163
Burley, Idaho	1958	0	0	152	152
(Pop. 5,924)	1959	0	0	125	125
McCoy's Midwest Shoes, Inc.	1957	0	0	111	111
Centralia, Ill.	1958	0	0	123	123
(Pop. 13,863)	1959	0	0	47	47
David's Shoes	1956	0	190	320	510
Ottawa, Ill.	1957	0	234	245	479
(Pop. 16,957)	1958	0	99	268	367
	1959	0	90	233	323
Lilje's Shoe Store	1956	0	0	161	161
21 N. Main	1957	0	0	78	78
Carbondale, Pa.	1958	0	0	55	55
(Pop. 16,296)	1959	0	0	67	67
Heydrick Shugarts, Inc.	1957	0	54	120	174
Philipsburg, Pa.	1958	0	0	102	102
(Pop. 3,988)	1959	0	0	93	93
R. L. Holmes Shoe Store	1956	273	29	71	373
Morristown, Tenn	1957	10	2	80	92
(Pop. 13,019)	1958	47	1	169	217
	1959	7	1	70	78



Year	U. S. Bank		Detail		Totals	
	Payee	Amount	Payee	Amount	Payee	Amount
1961	105478	55593116	138121	72852274	243599	128448390
1961	3980	7990430	19863	65687924	259443	148448328
1961	7277071	19921	857511	7277071	1484483	1484483
1961	151067107	151067107	10000	64909149	296952	151067107
1961	209885602	209885602	19863	56744474	296952	151067107
1961	16666701	16666701	16666701	74420244	272512	181340444
				15		

174  
102  
93  
373  
92  
217  
78  
161  
78  
55  
67  
510  
479  
367  
323  
111  
123  
47  
163  
152  
125  
707

STORES ON BROWN FRANCHISE PROGRAM AS OF JANUARY 1, 1960  
INDICATING THOSE STORES WHICH JOINED THE PROGRAM AFTER JANUARY 1, 1955

<u>Store</u>	<u>Date Added</u>
<u>Alabama</u>	
Sikes & Bratton Shoe Co. Roebuck Shopping Center 9166 4th Ave. So. Birmingham, Ala.	1/7/57
De Shields-Larson Shoes Eastbrook, Inc. 407 Coliseum Blvd. Montgomery 10, Ala.	6/19/59
Foots Shoes 312 Montgomery Sheffield, Ala.	1/6/58
<u>Arizona</u>	
David Shoes Park Central 32 Park Central Mall Phoenix, Ariz.	12/21/56
Goot Shoes 19 S. Scottsdale Rd. Scottsdale, Ariz.	12/30/58
<u>Arkansas</u>	
Monday-Powell S. S., Inc. 1101 Oak St. Conway, Ark.	1/4/55
<u>California</u>	
Jerry's Shoes 842 Valley Blvd. Alhambra, Calif.	6/11/59
Clark's Children's Bootery, No. 2 1212 S. Brookhurst Corral Shopping Center Anaheim, Calif.	6/26/59
Lincoln Park Shoe Corp. DBA Buster Brown Shoe Store 8956 Knott Ave. Buena Park, Calif.	

Store  
California

John &  
Fillmore  
320 Cen  
Fillmore  
Cashion  
712 Wes  
Fig Gar  
Fresno,  
Junior  
418 W.  
Fullert  
Lange S  
John J.  
125 W.  
Gilroy,  
Peters  
146 N.  
Glenda  
Phillip  
16904  
Granada  
Cassidy  
121 W.  
Hanfor  
Jerry'  
65 Pie  
Hermos  
Axline  
276 S.  
Laguna  
Burton  
2200 F  
Liverm  
Conrad  
P. O. 1  
128 No  
Lompoc  
Bodell  
DBA Bo  
4148 V  
Long B

Store
Date Added
California (Cont.)

John & Roma Ipswitch  
Fillmore Bootery  
320 Central Avenue  
Fillmore, Calif.

9/16/55

Cashions Shoe Store  
712 West Shaw  
Fig Garden Shopping Center  
Fresno, Calif.

12/21/56

Junior Bootery of Fullerton  
418 W. Commonwealth  
Fullerton, Calif.

1/4/56

Langs Shoe Store  
John J. Lang  
125 N. Monterey  
Gilroy, Calif.

2/26/58

Peters Shoe Store  
146 N. Brand  
Glendale, Calif.

9/16/55

Phillips Bootery  
16904 Devonshire  
Granada Hills, Calif.

12/16/58

Cassidy's Shoe Store  
121 W. 7th St.  
Hanford, Calif.

10/13/58

Jerry's Shoes  
65 Pier St.  
Hermosa Beach, Calif.

8/19/58

Axline's Fine Shoes  
276 S. Coast Blvd.  
Laguna Beach, Calif.

10/6/59

Burton's Shoe Store  
2200 First St.  
Livermore, Calif.

4/29/55

Conrad's Bootery  
P. O. Box 32  
128 North 'I' St.  
Lompoc, Calif.

10/27/59

Bodell's Shoes, Inc.  
DBA Bodel Shoes  
4148 Viking Way  
Long Beach, Calif.

2/25/59

<u>Store</u>	<u>Date Added</u>
<u>California (Cont.)</u>	
Funal Shoes c/o Frances Shop 430 Pine Long Beach, Calif.	11/25/55
Rancho Shoes Los Altos Rancho Fremont & Springer Rd. Los Altos, Calif.	10/1/56
Rhee's Shoes S. Greenberg & K. Randolph, Props. 1504 E. Florence Los Angeles, Calif.	8/7/56
Fuhrman's Lynwood Bootery E. Fuhrman, Jr. & Martha Fuhrman 11335 Long Beach Blvd. Lynwood, Calif.	9/29/55
Rancho Shoes 711 Santa Cruz Ave. Menlo Park, Calif.	12/28/59
Sandlers Shoe Store 600 Whittier Montebello, Calif.	7/15/57
Newhall Shoe Store 24336 San Fernando Blvd. Newhall, Calif.	9/11/59
Chapman's Shoes 1431 Grant Ave. Novato, Calif.	2/21/58
Buster Brown Shoe Store 141 S. Glassell Orange, Calif.	9/3/59
Johnson Shoe Store 715 N. 4th St. Orland, Calif.	6/19/59
Dan's Shoes Linda Mar Shopping Center 1285 Linda Mar Blvd. Pacifica, Calif.	4/6/56

<u>Store</u>	<u>Date Added</u>
<u>California (Cont.)</u>	
Berdon's Shoes c/o Hertel-Barnett 250 E. Colorado Blvd. Pasadena, Calif.	11/18/57
Cassidy Shoe Store 403 W. Main Porterville, Calif.	1/17/58
Carls Shoes 347 Walnut Red Bluff, Calif.	3/20/56
Redwood Bootery Laurence & Pat Francesconi 175 Wildwood Ave. Rio Dell, Calif.	9/19/55
Leon's Shoes Leon Dorian 1971 High St. Selma, Calif.	6/21/56
Samuels Shoes 14510 Ventura Blvd. Sherman Oaks, Calif.	6/26/59
Hammond's 142 W. Main St. Turlock, Calif.	5/31/55
Stevens Bootery 17230 Saticoy Van Nuys, Calif.	6/13/55
McQueen's Shoes Gorman McQueen 15584 Seventh St. Victorville, Calif.	1/16/58
Lee's Shoes 1014 W. Garvey Blvd. West Covina, Calif. P. O. Covina, Calif.	7/12/57
Johnson Family Shoe Store Willows, Calif.	8/13/56

<u>Store</u>	<u>Date Added</u>
<u>Connecticut</u>	
Gordon's Bootery, Inc. 936 Chapel St. New Haven, Conn.	9/11/57
Prague Shoe Co., Inc. New London Shopping Center New London, Conn.	1/31/57
<u>Delaware</u>	
Ettenger's Shoe Store 207 Lockerman St. Dover, Del.	3/12/56
Pilnick's Shoe Store 48 E. Main St. Newark, Del.	9/25/58
Carl Cobin, Inc. 834 Market St. Wilmington, Del.	12/27/55
<u>Florida</u>	
Carlton's Shoe Store Mr. Edward Joseph, Prop. 625 Cleveland Ave. Clearwater, Fla.	7/6/59
Sam Schatzman Shoe Dept. No. 2 c/o Belks Dept. Store 5741 Bird Road Coral Gables, Fla.	8/19/57
Mc Coy's Shoes, Inc. 2249 First St. Ft. Myers, Fla.	6/6/55
Utsey's 3573 St. Johns Ave. Jacksonville, Fla.	10/17/57
Utsey's 216 W. Adams Jacksonville, Fla.	10/17/57
Utsey's c/o Leib's Dept. Store 770 N. Edgewood Jacksonville, Fla.	6/6/58
Utsey's 1984 San Marco Blvd. Jacksonville, Fla.	10/17/57



<u>Store</u>	<u>Date Added</u>
<u>Florida (Cont.)</u>	
Family Shoe Store 403 W. Main St. Leesburg, Fla.	12/30/58
Mr. Samuel Schatzman c/o Belk's Biscayne Plaza Shop. Ctr. Biscayne Blvd. at 79th St. Miami, Fla.	1/8/57
Gibson Cates Shoe Store 12 N. Magnolia Ocala, Fla.	5/24/57
Knight & Hendley Shoes, Inc. c/o William Henry's Dept. Store Central Plaza Shopping Center St. Petersburg, Fla.	8/2/57
McCoy's Shoes c/o Sport Shop Sarasota, Fla.	5/25/59
<u>Georgia</u>	
Mason's Morton M. Friedman, Prop. Douglas, Ga.	8/2/56
Minkovitz Shoe Dept. 1 South Main St. Statesboro, Ga.	8/2/56
<u>Idaho</u>	
Hudson's Dept. MD-2 1237 Overland Burley, Idaho	7/25/56
Ashlinan's Shoe Co. Rexburg, Idaho	3/3/58
<u>Illinois</u>	
Leo Noble Shoe Store De Kalb Shopping Center De Kalb, Ill.	12/28/59
Lad & Lassie Junior Footwear 10 E. Chicago St. Elgin, Ill.	5/20/59

<u>Store</u>	<u>Date Added</u>
<u>Illinois (Cont.)</u>	
J. H. Knippen c/o Ruby's 149 N. York Elmhurst, Ill.	9/5/58
Jo-Mar Shoes, Inc. 637 2nd St. LaSalle, Ill.	12/17/59
David's Shoes 611 LaSalle St. Ottawa, Ill.	1/18/57
Doug's Town & Country Shoes 507 W. Gallatin Vandalia, Ill.	12/23/59
Masters Shoe Co. 22 N. Genesee St. Waukegan, Ill.	6/4/58
<u>Indiana</u>	
Kaye's Shoe Store Southgate Plaza Ft. Wayne, Ind.	3/20/56
Keyes 1227 E. State Ft. Wayne, Ind.	2/29/56
B & B Shoes 20 E. Washington Green Castle, Ind.	7/2/56
Schultz Bros. 216 E. Main St. Madison, Ind.	2/23/55
Fall City Shoe Corp. 319 Pearl St. New Albany, Ind.	8/30/57
B & B Shoes 1332 Broad St. New Castle, Ind.	12/19/55
Taylor's Shoe Store 725 Main St. Rochester, Ind.	11/1/56

StoreDate AddedIndiana (Cont.)

Wake's Shoe Store  
42 W. Canal St.  
Wabash, Ind.

3/3/57

Iowa

D. B. Miller Co.  
c/o Grocers  
208-10 2nd Ave., S. E.  
Cedar Rapids, Iowa

5/21/56

Hendersons Shoe Store  
117 1st St., N. W.  
Hampton, Iowa

11/25/59

Bauer's Shoe Store  
Harlan, Iowa

6/19/59

B & H Shoes  
Onawa, Iowa

7/18/55

Stewarts Bootery  
Oskaloosa, Iowa

7/14/55

Pella Bootery  
707 Franklin  
Pella, Iowa

8/2/56

Waggoner's  
113 Grand  
W. Des Moines, Iowa

6/20/56

Kansas

Hilligoss Shoes  
622 Commercial St.  
Atchison, Kansas

12/7/56

Lloyd's Great Bend Shoes, Inc.  
1421 Main  
Great Bend, Kansas

7/26/55

Lloyd's Shoes, Inc.  
126 W. Main  
Wichita 2, Kansas

7/26/55

Kentucky

B & B Shoes  
5330 So. Third St., Rn. E.  
Louisville, Ky.

1/13/55

StoreDate AddedKentucky (Cont.)

Madisonville Shoes  
Clark & Bailey, Props.  
Main St.  
Madisonville, Ky.

12/2/58

Louisiana

Quality Shoe Store  
756 Front St.  
Natchitoches, La.

1/17/58

Haase Shoe Store  
8119 Oak St.  
New Orleans, La.

9/13/57

Maryland

Le Compte Shoe Shop  
25 Race St.  
Cambridge, Md.

1/21/59

Shinnamons  
61 Baltimore St.  
Cumberland, Md.

3/3/58

Michigan

Don Shoes  
157 E. Main St.  
Benton Harbor, Mich.

5/14/57

Sherman Shoes  
115 W. Maple  
Birmingham, Mich.

7/15/58

Redden & Rawlinson Shoes  
16394 E. Warren  
Detroit 24, Mich.

8/11/58

The Economy Shoe Center  
Northwest Shopping Center  
Pierson & Clio Rd.  
Flint, Mich.

8/30/56

O'Connor Shoes  
213 So. Lafayette St.  
Greenville, Mich.

3/25/57

Cartwright's  
Colonial Village  
1631 W. Mt. Hope  
Lansing, Mich.

6/15/56

StoreDate AddedMichigan (Cont.)

Cartwright Shoe Store  
128 E. Broadway  
Mt. Pleasant, Mich.

7/19/56

Robert Shoe Co.  
c/o D. M. Christian Dept. Store  
Owosso, Mich.

7/12/57

Harrison Fisher Shoes, Inc.  
517 S. Washington  
Royal Oak, Mich.

12/28/59

Kronbach Shoe Co.  
2664 W. Jefferson  
Trenton, Mich.

6/13/58

Campbell Shoe Store  
1138 E. West Maple Rd.  
Walled Lake, Mich.

12/14/55

Fisher's Shoes  
3611 S. Wayne  
Wayne, Mich.

6/22/56

Minnesota

Warren Shoe Co.  
c/o Marvin Oreck's  
268 Southdale  
Edina, 10, Minn.

8/27/56

Carl E. Elmquist Shoes, Inc.  
1541 E. Lake  
Minneapolis 7, Minn.

10/4/55

Warren Shoes c/o Jackson Graves  
Highland Village  
Ford, Parkway & Cleveland  
St. Paul, Minn.

8/7/59

Joe Silvia  
c/o Maurice's  
Virginia, Minn.

12/2/58

Schusters, Inc.  
DBA Winona Bootery  
57 West Third St.  
Winona, Minn.

12/16/58